The Order of the Court is stated below:
Dated: November 02, 2026 02:06:55 PM **/s/** KRISTINE JOHNSON
District Court Judge

NORMAN W. PEAT, JR. (USB #17836)

UTAH.LAW, P.C.

11038 N. Highland Blvd, Suite 100

Highland, Utah 84003

Tel: (801) 435-5802

Email: Norm@Utah.Law

Attorney for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

ANNETTE M. PRICKETT, an individual; Plaintiff, v. **WRIGHT FLOORING, LLC**, a Utah Limited Liability Company d/b/a **RENOVATE EASE**; Defendant.	**DEFAULT JUDGMENT** **AMENDED** Case No.: 260906951 Judge: Hon. Kristine Johnson

THIS MATTER came before the Court on Plaintiff, ANNETTE M. PRICKETT's ("**Plaintiff**"), *Motion for Default Judgment* ("**Motion**") against Defendant, WRIGHT FLOORING, LLC d/b/a RENOVATE EASE ("**Defendant**"). The Court, having reviewed the *Motion*, the *Verified Complaint*, the *Default Certificate* entered October 2, 2026, and the record in this case, and having held a

hearing on October 27, 2026, at which Plaintiff appeared through counsel and Defendant failed to appear, good cause appearing, and being otherwise fully advised, hereby FINDS and ORDERS as follows:

FINDINGS

1. Defendant was personally served with the *Summons* and *Verified Complaint* through its registered agent, Thomas Wright, on September 6, 2026. *See Return of Service Upon Thomas Wright* [Dkt. No. 3].

2. Defendant's deadline to answer or otherwise respond expired on September 28, 2026, without Defendant filing an *Answer*, a motion under Utah R. Civ. P. 12, or any other responsive pleading, or otherwise appearing in this action.

3. The Clerk of the Court entered Defendant's default on October 2, 2026. *See Default Certificate* [Dkt. No. 9].

4. Defendant is a limited liability company; it is not an infant or incompetent person, and no declaration of military service under the Servicemembers Civil Relief Act, 50 U.S.C. § 3931, is required.

5. The well-pleaded factual allegations of the *Verified Complaint* are deemed admitted and establish Defendant's liability to Plaintiff for breach of contract and for violation of the Utah Consumer Sales Practices Act, Utah Code Ann. § 13-11-4(2)(l).

6. Plaintiff's damages are a sum certain established by her *Verified Complaint*.

7. Plaintiff paid Defendant $22,313.97 and $3,284.00, for a total of $25,597.97; Defendant furnished no work, materials, or other benefit to Plaintiff; and Defendant has refunded no portion of those payments.

8. Plaintiff's loss was fixed in amount no later than May 26, 2026, when Plaintiff demanded in writing the return of both deposits.

9. Prejudgment interest accrues on $25,597.97 at the legal rate of ten percent (10%) per annum from that date. Utah Code Ann. § 15-1-1(2).

10. Defendant committed an act or practice that violates the Utah Consumer Sales Practices Act, and this action is terminated by this *Default Judgment Amended*.

11. Plaintiff is therefore entitled to an award of reasonable attorney fees, limited to the work reasonably performed. Utah Code Ann. § 13-11-19(5).

12. Pursuant to Utah R. Civ. P. 5(a)(2), service of the *Motion* on Defendant was not required.

13. The Court set a hearing on October 27, 2026, to determine the amount of damages, and served Defendant with notice of the hearing by mail on October 16, 2026, and by email on October 22, 2026. *See Notice of Default Hearing* [Dkt. No. 15]; *Manual Email* [Dkt. No. 17]; Utah R. Civ. P. 5(a)(2)(C).

14. Defendant did not appear at the October 27, 2026, hearing.

15. The damages Plaintiff seeks are for a sum certain that can be calculated with mathematical accuracy, so no evidentiary hearing was required to determine them.

16. Defendant was afforded a full opportunity to be heard on the amount of damages at the October 27, 2026, hearing and did not appear. *See* Utah R. Civ. P. 55(b); *Mitchell v. Arco Indus. Sales*, 2026 UT App 75, ¶¶ 21–23.

DEFAULT JUDGMENT

Based on the foregoing Findings, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

17. Judgment is entered in favor of Plaintiff, ANNETTE M. PRICKETT, and against Defendant, WRIGHT FLOORING, LLC d/b/a RENOVATE EASE, on Plaintiff's First Cause of Action (Breach of Contract) and Fourth Cause of Action (Violation of the Utah Consumer Sales Practices Act).

18. Plaintiff is awarded, and Defendant shall pay, the following:

1. Principal damages:	2. $25,597.97
3. Prejudgment interest at 10% per annum from May 26, 2026, through October 27, 2026:	4. $1,080.61
5. Filing and Service Costs ($375; $62.40):	6. $437.40
7. **Total judgment:**	8. **$27,115.98**

19. Post-judgment interest shall accrue on the total judgment at the rate of 5.51% per annum, pursuant to Utah Code Ann. § 15-1-4, from the date of entry of this *Default Judgment Amended* until paid in full.

20. Plaintiff is entitled to an award of her reasonable attorney fees pursuant to Utah Code Ann. § 13-11-19(5).

21. The amount of the award shall be determined upon a motion filed within fourteen (14) days after entry of this *Default Judgment Amended* pursuant to Utah R. Civ. P. 73, and any amount awarded shall be added to this *Default Judgment Amended*.

22. Plaintiff's Second, Third, Fifth, Sixth, and Seventh Causes of Action, which seek the same recovery duplicative or in the alternative, are dismissed without prejudice as moot.

23. This *Default Judgment Amended* resolves all claims against all parties.

24. Plaintiff shall serve Defendant with notice of entry of this *Default Judgment Amended* as required by Utah R. Civ. P. 5(a)(2)(D) and 58A(g).

-----END OF ORDER-----

*****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND SEAL AT THE TOP OF THIS ORDER*****