

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

United Site Services, Inc. v. Skyler Hadlock, Steed Metals Rock Springs, LLC, and Atlas Disposal of Utah, LLC

United Site Services v. Hadlock · No. 1:24-cv-00170-DBB-DBP · Decided December 3, 2025

OPINION

UNITED STATES DISTRICT COURT DISTRICT OF UTAH UNITED SITE SERVICES, INC., a Delaware corporation, ORDER GRANTING [58] PLAINTIFF’S RENEWED MOTION FOR DEFAULT JUDGMENT OF A SUM CERTAIN AMOUNT AGAINST SKYLER HADLOCK, an individual, STEED METALS ROCK SPRINGS, LLC, a Wyoming limited liability company, and District Judge David Barlow ATLAS DISPOSAL OF UTAH, LLC, a Utah limited liability company, Defendants.

Before the court is Plaintiff United Site Services, Inc.’s (“USS”) Renewed Motion for Default Judgment of a Sum Certain Amount Against Skyler Hadlock (“Motion”).¹ For the reasons below, the court grants the Motion. BACKGROUND On January 17, 2025, Plaintiff filed a Motion for Default Judgment of a Sum Certain Amount Against Skyler Hadlock.² The court denied the motion without prejudice, concluding that USS had not met the requirements of a sum certain amount because USS did not describe how it calculated the amounts it sought against Mr. Hadlock.³ On June 2, 2025, the Clerk of 1 Renewed Mot. for Default J. of a Sum Certain Amount Against Skyler Hadlock (“Mot.”), ECF No. 58, filed October 31, 2025.

2 Mot. for Default J. of a Sum Certain Amount Against Skyler Hadlock, ECF No. 33, filed January 17, 2025. 3 Order Denying Without Prejudice Motion for Entry of Default Judgment of a Sum Certain Amount Against Skyler Hadlock, ECF No. 54, filed May 9, 2025. Court entered a default certificate as to Skyler Hadlock.⁴ USS again moved for entry of default judgment, renewing its previous motion, on October 31, 2025.⁵ Specifically, USS requests default judgment against Mr. Hadlock in the following amounts: a. \$70,060 in unauthorized charges for online gambling; b. \$8,987.80 in fraudulent charges to Mr. Hadlock’s fictional towing company; c. \$35,137.27 in fraudulent rental car invoices for Mr. Hadlock’s personal use of rental vehicles; d. \$600 for the unauthorized sale of a USS-owned trailer; e. \$26,682.00 for the unauthorized sale of USS-owned recycling materials; f. \$264,120.00 for the unauthorized sale of 40 USS-owned roll-off cans to Steed Metals Rock Springs, LLC. In total, USS seeks the sum certain amount of \$404,804.08 against Mr. Hadlock.⁶ STANDARD As a threshold matter, the court must ascertain that jurisdiction exists to enter default judgment. “[W]hen entry of a default judgment is sought against a party who has failed to plead or otherwise defend, the district court has an affirmative

duty to look into its jurisdiction both over the subject matter and the parties.”⁷ By reviewing personal jurisdiction, “the court exercises its responsibility to determine that it has the power to enter the default judgment.”⁸ And “the 4 Clerk’s Entry of Default Certificate as to Skyler Hadlock, ECF No. 56, filed June 2, 2025.

5 See Mot. 6 Id. 3–4. 7 *Williams v. Life Sav. & Loan*, 802 F.2d 1200, 1203 (10th Cir. 1986). 8 Id. plaintiff need only make a prima facie showing on these two questions if the motion is decided only on the basis of the parties’ affidavits and other written materials.”⁹ Subject matter jurisdiction exists under 28 U.S.C. § 1332(a) because there is diversity of citizenship and because USS seeks a sum exceeding \$75,000.¹⁰ USS is a Delaware corporation with its principal place of business in Massachusetts.¹¹ Mr. Hadlock is a Utah resident, which also allows the court to assert personal jurisdiction over him.¹² Finding that subject matter and personal jurisdiction exist, the court turns to the matter of default judgment.

DISCUSSION Once default has been entered by the clerk, a party may apply to the court for default judgment under Rule 55(b) of the Federal Rules of Civil Procedure.¹³ “Default judgment cannot be entered until the amount of damages has been ascertained.”¹⁴ Rule 55(b)(2)(B) provides that the court “may conduct hearings” to assist in the determination of damages, but a court need not hold a hearing if “the amount claimed is a liquidated sum or one capable of mathematical calculation.”¹⁵ A court “must not blindly approve requested damages, but rather, evaluate requests to ensure that any award is ‘supported by actual proof.’”¹⁶ “One of the main reasons for this requirement is to prevent plaintiffs who obtain default judgments from receiving more in damages than is supported by actual proof.”¹⁷ “The court may consider exhibits, such as 9 *Dennis Garberg & Assocs., Inc. v. Pack-Tech Int’l Corp.*, 115 F.3d 767, 773 (10th Cir.

1997). 10 See 28 U.S.C. § 1332(a); Mot. 5. 11 See Second Am. Compl. ¶ 10, ECF No. 30, filed Jan. 9, 2025. 12 See id. ¶¶ 3, 16. 13 Fed. R. Civ. P. 55(a)–(b). 14 *Avus Designs, Inc. v. Grezxx, LLC*, 644 F. Supp. 3d 963, 973 (D. Wyo. 2022). 15 *Marcus Food Co. v. DiPanfilo*, 671 F.3d 1159, 1172 (10th Cir. 2011) (citing Fed. R. Civ. P. 55(b)(2)) (also citing *Venable v. Haislip*, 721 F.2d 297, 300 (10th Cir.

1983)). 16 *Minden Pictures, Inc. v. Buzznick, LLC*, No. 2:22-cv-00369, 2023 WL 2243177, at *3 (D. Utah Feb. 27, 2023) (quoting *Stampin’ Up!, Inc. v. Hurst*, No. 2:16-cv-00886, 2018 WL 2018066, at *6 (D. Utah May 1, 2018)). 17 *Stampin’ Up!, Inc.*, 2018 WL 2018066, at *6 (quotation marks and citation omitted). affidavits and declarations, when evaluating a motion for default judgment.”¹⁸ Whether to enter a default judgment lies within the court’s “sound discretion.”¹⁹ Here, USS’s motion includes documentary evidence and a declaration from Joseph Azzarone, a USS employee who reviewed Mr. Hadlock’s USS-issued JP Morgan credit card statements and other USS financial records.²⁰ The court turns to the evidence for each of the six requested damages amounts to determine whether the amounts are “supported by actual proof.”²¹

First, USS seeks \$70,060 in unauthorized charges made by Mr. Hadlock for online gambling.²² For support, USS provides Mr. Azzarone's testimony that Mr. Hadlock made unauthorized gambling charges in the amount of \$70,060 to "BREEZE*STAKE ALTAMONTE FL," an online gambling website.²³ USS also includes documentary support in the form of Mr. Hadlock's JP Morgan credit card statements ("Statements") from February, March, and April 2024 that show a total of \$70,060 in charges to "BREEZE*STAKE ALTAMONTE FL."²⁴ Thus, the evidence supports this request.

Second, USS requests damages in the amount of \$8,987.80 for fraudulent charges to Mr. Hadlock's fictional towing company.²⁵ Mr. Azzarone testified that Mr. Hadlock made unauthorized charges of \$8,987.80 to "Skyler Towing," which he describes as a "fictional towing 18 Pure Maintenance Holdings, LLC v. Mold Zero Servs., LLC, No. 1:25-cv-00111, 2025 WL 3282344, at *1 (D.

Utah Nov. 25, 2025). 19 *Tripodi v. Welch*, 810 F.3d 761, 764 (10th Cir. 2016). 20 Mot. 3, Ex. 2 Declaration of Joseph Azzarone in Support of Renewed Mot. for Default J. ("Azzarone Decl.") ¶¶ 6–7 & Exs. A–F, ECF 58-2, filed October 31, 2025. 21 *Minden Pictures, Inc.*, 2023 WL 2243177, at *3. 22 Mot. 3. 23 Azzarone Decl. ¶ 7. 24 *Id.*, Ex. A. 25 Mot.

3. company."²⁶ The attached January and February Statements show multiple charges to "Skyler Towing" and corroborate the testimony. Thus, the evidence supports this request. Third, USS requests \$35,137.27 in fraudulent rental car invoices for Mr. Hadlock's personal use of rental vehicles.²⁷ Mr. Azzarone testified that USS became aware of the unauthorized charges from reviewing statements and invoices submitted by Mr. Hadlock.²⁸ The invoices from Enterprise and Hertz rental car companies show a total of \$35,137.27 in unauthorized charges by Mr. Hadlock, made over the span of two years.²⁹ Thus, the evidence supports this request.

Fourth, USS seeks \$600 for the unauthorized sale of a USS-owned trailer.³⁰ Mr. Azzarone testified that USS purchased the trailer for \$1,393.90 in December 2023 and that Mr. Hadlock sold the trailer without authorization and kept the proceeds of that sale.³¹ The attached invoice shows that USS purchased the trailer for \$1,393.90.³² However, Mr. Azzarone does not explain how he knows that Mr. Hadlock "sold the trailer for \$600." In other words, no basis is supplied for Mr. Azzarone's statement.

Without more, USS has not provided a sufficient basis for this damages request. Fifth, USS requests \$26,682.00 for the unauthorized sale of USS-owned recycling materials.³³ According to Mr. Azzarone, USS became aware that Mr. Hadlock made an 26 Azzarone Decl. ¶ 8, Ex. A. 27 Mot. 4. 28 Azzarone Decl. ¶ 9, Exs. B & C. 29 *Id.* 30 Mot. 4. 31 Azzarone Decl. ¶ 10.

32 Ex. D. 33 Mot. 4. unauthorized sale of USS-owned recycling materials and illegally retained the proceeds.³⁴ The attached exhibit shows the details of the sale, including the inventory and

sales price for each item, totaling \$26,682.00.³⁵ Thus, the evidence supports this request.

Finally, USS seeks \$264,120.00 for the unauthorized sale of 40 USS-owned roll-off cans to Steed Metals Rock Springs, LLC.³⁶ In addition to Mr. Azzarone's affidavit, USS includes the July 25, 2023 invoice of the sale of the cans totaling \$52,824.00.³⁷ Therefore, the evidence supports this request.

In sum, the Motion presents sufficient evidence to enter default judgment on all but the \$600 for the unauthorized sale of the USS-owned trailer. Thus, USS is entitled to default judgment in the amount of \$404,204.08. ³⁴ Azzarone Decl. ¶ 11. ³⁵ Ex. E. ³⁶ Mot. 4. ³⁷ Ex. F. ORDER Accordingly, the court GRANTS default judgment against Mr. Hadlock.*® The court awards USS the sum certain amount of \$404,204.08.

Post-judgment interest will accrue at the statutory rate. Signed December 3, 2025. BY THE COURT David Barlow United States District Judge 38 ECF No. 58.