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| ALAN R. STEWART (4920) Attorney at Law Attorney for Plaintiffs 5965 South 900 East, Suite 350 Murray, Utah 84121 Telephone (801) 278-1063 Fax (801) 278-8603 e-mail: alan@arstewart.com | |
| IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH | |
| BRETT THAYER and KATHARINE THAYER, individuals, Plaintiffs, v. AFFORDABLE CABINETS & COUNTER TOPS, LLC, a Utah Limited Liability Company and HAIG ZEGHTCHANIAN, an individual, Defendants. | ORDER AND JUDGMENT CIVIL NO. 240907637 JUDGE: Laura Scott |

The above matter came on for trial on April 27, 2026 before the Honorable Laura Scott at the hour of 9:00 a.m. Plaintiffs, Brett Thayer and Katharine Thayer were present and represented by their attorney, Alan R. Stewart. Plaintiffs' witnesses were also present. The Defendants, Affordable Cabinets & Counter Tops, LLC, a Utah Limited Liability Company

and Haig Zeghtchanian did not appear. The Court waited for the Defendants until 10:00 a.m., at which time the Court proceeded with the trial in the Defendants' absence.

The Court received proffers of the testimony from Plaintiffs' counsel, as well as sworn testimony from the Plaintiffs. Exhibits were offered and admitted into evidence.

Following presentation of the case, the Court made findings and rulings from the bench. The Court directed Plaintiffs' attorney to prepare and file an affidavit regarding Plaintiffs' attorney's fees. Based on the foregoing, the Court's review of the affidavit of attorney's fees and costs and good cause appearing therefore;

IT IS HEREBY ORDERED ADJUDGED AND DECREED as follows:

1. The Court finds that the construction contract entered between the parties dated March 29, 2022 is a valid contract. Plaintiffs fully performed their obligations under the contract by paying to Defendants the full contract amount required of them. Defendants failed to perform their obligations by not performing by agreed upon deadlines, providing substandard work and ultimately not completing the work required by them under the contract.

2. The Court finds as a direct result of Defendants' breach of the contract; Plaintiffs have incurred actual damages in the sum of \$60,253.32 in having to purchase materials and supplies and compensating other contractors to complete the work that was required by Defendants under the contract.

3. The Court finds that the contract was signed by Defendant, Haig Zeghtchanian in his individual capacity. Based thereon judgment on Plaintiffs' breach of contract claim should enter

against Defendant Haig Zeghtchanian, personally and Defendant Affordable Cabinets & Counter Tops, LLC, a Utah Limited Liability Company, jointly and severally.

4. The Court finds that Plaintiffs have met their burden of proving by clear and convincing evidence each of the elements of fraud on the part of Defendant, Haig Zeghtchanian.

5. The Court finds that at the time the parties entered into the contract, in response to being questioned by Plaintiffs, Defendant Haig Zeghtchanian represented he had a valid contractors' license. The Court finds this to be a present material fact. The representation was made for the purpose of inducing Plaintiffs to enter into the contract.

6. The Court finds Defendant, Haig Zeghtchanian's representation of having a valid contractor's license to be false, or that he was reckless and should have known the representation to be false. On May 10, 2023 the Utah of Utah Division of Professional Licensing issued a citation to the Defendants on the basis that both Defendants were not licensed to perform contractor work, or operate construction trades.

7. The Court finds Plaintiffs acted reasonably in reliance upon Defendant Haig Zeghtchanian's representation of having a contractors' license.

8. The Court finds Plaintiffs have suffered damages as a result of Defendant Haig Zeghtchanian's fraud. Plaintiffs' damages are \$60,253.32.

9. The Court finds that the judgment to be entered in this case shall include a judgment against Defendant Haig Zeghtchanian on the basis of fraud.

10. The Court finds that Plaintiffs are entitled to an award of their attorney fees and costs

in this matter in the total sum of \$14,158.50, representing fees of \$390 related to statement of discovery issues, \$12,960 related to the fraud claim and \$808.50 in costs.

11. Based on the foregoing and as more fully set forth in the Court's ruling stated on the record, the Court hereby awards judgment in favor of Plaintiffs in the total sum of \$74,411.82, against Defendants, Affordable Cabinets & Counter Tops, LLC, a Utah Limited Liability Company and Haig Zeghtchanian, jointly and severally on Plaintiff's contract claim. The judgment against Defendant Haig Zeghtchanian is on both the breach of contract claim and on the basis of fraud.

END OF ORDER

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

CERTIFICATE OF SERVICE

I do hereby certify that on the 1st of May, 2026 I caused to be filed the foregoing Order and Judgment via the court's electronic filing system and I emailed a true and correct copy to the following:

Affordable Cabinets & Counter Tops, LLC,
Haig Zeghtchanian
7160 South Ponderosa Drive
Salt Lake City, Utah 84121
haigscabinets@gmail.com
Defendants

/s/ Alan R. Stewart