

The Order of the Court is stated below:

Dated: May 26, 2026  
04:37:04 PM

/s/ KRISTINE JOHNSON  
District Court Judge



Mark R. Gaylord (#5073)  
Tesia Stanley (#13367)  
Jacqueline Mabatah (#17265)  
Ballard Spahr LLP  
One Utah Center, Suite 800  
201 South Main Street  
Salt Lake City, Utah 84111-2221  
Telephone: (801) 531-3000  
Facsimile: (801) 531-3001  
gaylord@ballardspahr.com  
stanleyt@ballardspahr.com  
mabatahj@ballardspahr.com

Ellie Perka (*Pro Hac Vice*)  
Ballard Spahr LLP  
Russell Investments Center  
1301 Second Avenue, Suite 2800  
Seattle, WA 98101  
perkae@ballardspahr.com

*Attorneys for Plaintiff, Rimrock Construction, LLC*

IN THE THIRD JUDICIAL DISTRICT COURT	
SALT LAKE COUNTY, STATE OF UTAH	
<b>Rimrock Construction, LLC,</b>  <b>Plaintiff,</b>  <b>v.</b>  <b>Division of Facilities Construction and Management, and Department of Administrative Services,</b>  <b>Defendants.</b>	<b>FINAL JUDGMENT</b>  <b>Case No.: 200900161</b>  <b>Honorable Kristine Johnson</b>

The above-captioned matter was tried to the Court on August 18-22; September 3-5 and December 17-19, 22 & 23, 2025. On February 27, 2026, the Court issued its Findings of Fact and Conclusions of Law [Dkt. 529], which is incorporated herein by reference (the “Ruling”). Based on the Ruling and pursuant to Rule 58A of the Utah Rules of Civil Procedure, and upon consideration of the parties’ briefing on Defendant’s Objection, the Court enters this Final Judgment fully resolving all claims and defenses of the parties and HEREBY ORDERS, ADJUDGES AND DECREES as follows:

A. On its breach of contract claim, Rimrock Construction, LLC (“Rimrock”) is awarded damages in the total amount of \$3,500,980.63 which include the following category of damages:

1. Retention in the amount of \$1,081,560.52, including all accrued interest from the interest-bearing account per Utah Code Ann. § 13-8-5(4)(a);
2. Proposed Change Orders in the amount of \$1,369,137.19;
3. Delay damages in the amount of \$945,843.11; and
4. Remaining Contract sum in the amount of \$104,439.81.

B. On its breach of contract claim Rimrock is awarded prejudgment interest at the “Contract Rate” (Wall Street Journal Prime Rate + 2 %)<sup>1</sup> on the total amount of damages

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<sup>1</sup> The Wall Street Prime Rate as of 3/1/2026 is 6.75%. When adding 2% the Contract Rate is 8.75% which is subject to change between February 27, 2026 and payment of the total amount due \$3,500,980.63 which shall be added to the Final Judgment.

(\$3,500,980.63) as of February 27, 2026 in the amount of \$1,901,721.47<sup>2</sup> plus interest thereafter at the estimated daily Contract Rate of approximately \$839.28<sup>3</sup> through the date of entry of this Final Judgment and post-judgment interest at the estimated daily Contract Rate of approximately \$839.28 until paid in full.

C. Pursuant to Utah Code Ann. §13-8-5(10)(b), Rimrock is awarded statutory interest at the rate of 2% per month on the retention damages (\$1,081,560.52) from March 7, 2019 through February 27, 2026 in the amount of \$1,809,811.27<sup>4</sup> plus interest thereafter at the statutory rate of 2% per month through the date of this Final Judgment at the daily rate of \$711.16<sup>5</sup> and post-judgment interest at the statutory rate of 2% per month (\$711.16) until the retention damages are paid in full.

D. Rimrock is entitled to an award of attorney fees and costs pursuant to Utah Code Ann. § 13-8-5 as well as Article 16 of the Contract.

E. On Rimrock's claim for breach of the covenant of good faith and fair dealing, the Court will not recognize a breach of the implied covenant and Rimrock is awarded **\$ 0.00**.

F. Judgment on Rimrock's claim for unjust enrichment is entered in favor of DFCM, whereby Rimrock is awarded **\$ 0.00**.

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<sup>2</sup> Attached hereto as Exhibit A is Rimrock's summary calculation of the contract interest relating to the damages set forth in paragraph A above and the 2% per month charge relating to retention for the period March 7, 2019 to February 27, 2026.

<sup>3</sup> The daily rate is determined by taking  $\$3,500,980.64 \times 8.75\% = 306,335.81/365 = \$839.28$ .

<sup>4</sup> This amount is calculated by multiplying  $\$1,081,560.52 \times 6.97 \text{ years} \times 24\% = \$1,809,811.27$  in statutory interest per Utah Code 13-8-5(1)(b)(i).

<sup>5</sup> The daily rate is determined by taking  $\$1,081,560.52 \times 24\% = \$259,574.52/365 = \$711.16$ .

G. Judgment is entered in favor of Rimrock on DFCM's breach of contract claim, whereby DFCM is awarded **\$0.00**.

\* \* \* **END OF ORDER** \* \* \*

**Pursuant to Rule 10(c) of the Utah Rules of Civil Procedure, this Order will be entered by the Court's signature at the top of the first page.**