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

ROCKY MOUNTAIN CONCRETE, INC.,
a Utah corporation,
Plaintiff,

v.

C&H CONSTRUCTION, LLC, a Utah
limited liability company; WEST
VALLEY EP LLC, a Delaware limited
liability company; and JOHN DOES
1-10,
Defendants.

JUDGMENT

Case No. 230906533 LM

Judge Robert P. Faust

This matter came before the Court for jury trial on July 14, 15, and 16, 2026, the Honorable Robert P. Faust presiding. Based on the jury's Special Verdict on July 16, 2026, the Court hereby ORDERS, ADJUDGES AND DECREES as follows:

Judgment is entered in favor of Plaintiff Rocky Mountain Concrete, Inc. and against Defendant C&H Construction, LLC in the following amounts:

Contract	Breach of Contract Damages	Implied Covenant Damages	Total
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Construction Management Contract	\$96,196.00	\$50,000.00	\$146,196.00
Excavation Contract	\$49,297.00	\$50,000.00	\$99,297.00
Concrete Contract	\$55,427.00	\$100,000.00	\$155,427.00
TOTAL	\$200,920.00	\$200,000.00	\$400,920.00
Total Principal Damages (all three contracts, above)			\$400,920.00
Prejudgment Interest (on unpaid breach of contract amounts only, through July 16, 2026)			\$82,936.40
TOTAL JUDGMENT AMOUNT (as of July 16, 2026)			\$483,856.40

Interest shall continue to accrue until paid in full, at the applicable rate, on the total amount awarded under each contract (inclusive of both the breach of contract damages and the corresponding implied covenant damages set forth above): at 18% per annum on the Concrete Contract total of \$155,427.00 based on the terms contained in the concrete bid that was accepted by C&H; at the statutory rate of 10% per annum on the Construction Management Contract total of \$146,196.00; and at the statutory rate of 10% per annum on the Excavation Contract total of \$99,297.00.

If the Court awards costs or attorney fees following further proceedings, RMC will file and serve an amended judgment including those amounts, as provided in Rule 54(e), Utah R. Civ. P.

This Judgment resolves RMC's claims against C&H arising from the jury's verdict. RMC's claims relating to foreclosure of its mechanics lien against Defendant West Valley EP LLC were reserved for the Court's determination and are not resolved by this Judgment; they will be addressed in a separate Judgment following further proceedings before the Court. The Court expressly determines, pursuant to Rule 54(b), Utah R. Civ. P., that there is no just reason for

delay in the entry of judgment on RMC's claims against C&H arising from the jury's verdict, notwithstanding that RMC's lien foreclosure claim against West Valley EP LLC remains pending.

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In accordance with the Utah Courts' electronic filing system, this Judgment does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court.

APPROVED AS TO FORM BY:

PETERS | SCOFIELD

David W. Scofield
*Attorneys for Defendants C&H Construction, LLC
and West Valley EP, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2026, I caused the foregoing **Judgment** to be sent via electronic mail to the following:

David W. Scofield
PETERS | SCOFIELD
dws@psplawyers.com
Attorneys for Defendants C&H Construction, LLC and West Valley EP, LLC

/s/ Craig A. Hoggan