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**IN THE THIRD DISTRICT COURT OF UTAH
THIRD JUDICIAL DISTRICT OF SALT LAKE COUNTY**

R.M. KOEMANS DESIGNS LLC dba R.M.
KOEMANS CONSTRUCTION, a Utah
limited liability company,

Plaintiff,

vs.

STEPHANIE CHARD and MICHAEL
PLAIA, individuals,

Defendants.

FINAL JUDGMENT

(Proposed)

Case No. 258900121

Judge Charles Stormont

On July 1, 2026, R.M. Koemans Designs LLC dba R.M. Koemans Construction (“RMK”) and Defendants Stephanie Chard and Michael Plaia (“Defendants”) participated in a half-day trial over which the Court presided. Following the hearing, the parties submitted closing briefing for the Court’s consideration. Based on evidence and arguments presented during the trial and in the closing briefing, the Court gave its decision in a Bench Ruling hearing on August 14, 2026.

In its Bench Ruling, which is hereby incorporated by reference, the Court determined that RMK is entitled to judgment against Defendants in the principal amount of \$16,151.51, accruing from the date due (February 27, 2023) to the date of entry of Judgment at the statutory rate of 10% per annum, as authorized by Utah Code § 15-1-1. The Court also awarded court costs and filing fees accrued by Plaintiff in the lower court pursuant to Utah Rule of Civil Procedure 54.

The Court's findings are as follows:

1. In early 2022, Defendants hired RMK to act as general contractor for a basement remodeling project. While the property is owned by the Stephanie D. Chard Trust with Stephanie Chard as sole Trustee, Michael Plaia was heavily involved in initiating the Project and directing the scope of work. He possessed a direct interest in the Project, as his terminally ill father would be moving into the basement. He treated the contract as a joint venture, using the terms "we" and "us" in his discussions.
2. In August 2022 the parties amicably ended the Project so that Defendants could finish the basement themselves. On August 31, 2022, Ms. Chard asked for an invoice of what was owed "to date." RMK provided an invoice for \$24,627.63, which Ms. Chard paid on or about September 20, 2022.
3. The Court found the testimony of Stefan Brutsch and Katie Koemans to be credible. The Court accepts their testimony that work was performed in the home and conferred a substantial benefit upon the Defendants, including drywall and insulation work accidentally omitted from the September 2022 invoice. RMK also openly admitted it mistakenly charged for work on a bathroom vent that was not completed and agreed to remove the charge. Following the parting of ways, Defendants

requested that RMK return to the home to perform additional work, such as delivering plumbing fixtures, hanging a door, installing trim, and performing electrical work through RMK's subcontractor. Defendants viewed the invoice for this work many times and agreed to pay it.

4. The Court found the testimony of Stephanie Chard not to be credible. Her claim that she believed the September 2022 invoice to cover all work at the Project is undermined by an objective timeline of events. Her claims of defective construction only surfaced after RMK threatened legal action to collect on the unpaid invoice. Likewise, the Court found the testimony of Michael Plaia not to be credible. He claimed at trial he was not party to the construction agreement. However, his testimony is contradicted by his own contemporaneous text messages in which he actively discussed payment, apologized for nonpayment, and promised to pay once his financial situation stabilized.

5. The Court heard from Dave Baglino, a designated expert who testified that he had no personal involvement with the work subsequently performed at the home and only made brief site visits. The Court finds this testimony insufficient to prove RMK's work was defective.

Based upon the above findings, the Court made the following conclusions of law:

1. An implied-in-fact contract existed between RMK and both Defendants. Despite Mr. Plaia not holding title to the subject property, he actively directed the work and promised payment. Title to the property is not relevant to whether he entered into a construction contract and accepted its benefits, and his assent is manifested by his

conduct. Both Defendants accepted the benefits of RMK's labor and the Court concludes Mr. Plaia and Ms. Chard are jointly and severally liable under the contract.

2. The Court holds the defense of accord and satisfaction fails as a matter of law.

Executory accord requires a bona fide dispute over an unliquidated claim at the time of payment. *See ACC Cap. Corp. v. Ace W. Foam Inc.*, 2018 UT App 36, ¶ 12. When Ms. Chard paid the September 2022 invoice, there was no dispute. Clerical error by a contractor does not discharge the obligation to pay for separate completed work, nor does it extinguish the obligation to pay for new work requested after the payment was made.

3. In the alternative, the Court holds that RMK is entitled to recover under the equitable doctrine of unjust enrichment. RMK conferred a substantial benefit upon the Defendants, Defendants retained and accepted these improvements, and it would be highly inequitable for Defendants to retain these custom improvements without compensating RMK for their reasonable value. Under the election of remedies doctrine, RMK is entitled to an alternate recovery under this theory against Defendants *and* the Stephanie D. Chard Trust, who is not a named party. *See Helf v. Chevron U.S.A. Inc.*, 2015 UT 81, ¶ 71.

4. With respect to Defendants' counterclaim, Defendants have failed to carry their burden of proving a material breach. Under the objective standard of reasonableness, RMK substantially performed, and any incidental defects were minor punch-list items that do not justify rescission of the contract. With the exception of the Plaintiff's conceded billing error, the Defendants' counterclaim is DISMISSED with prejudice.

5. RMK has established an unpaid balance of \$16, 672.31 offsetting the unperformed work on the bathroom vent of \$520.80. RMK is awarded a net principal judgment of \$16,151.51. No attorney fees are awarded.

IT IS HEREBY ORDERED that Defendants' counterclaim is DISMISSED with prejudice, and Plaintiff RMK be awarded judgment against Defendants, jointly and severally, as follows:

\$16,151.51	Principal
\$ 5,699.49	Interest at 10% per annum from February 27, 2023 through September 7, 2026
\$21,851.00	Total Judgment

IT IS FURTHER ORDERED that interest shall continue to accrue at the rate of 5.51% per annum from the date judgment is entered until the judgment is paid in full.

IT IS FURTHER ORDERED that this Judgment is a final judgment as contemplated by Utah Rule of Civil Procedure 54(b), and that there is no just reason for delay for entering the same.

—END OF DOCUMENT—

—In accordance with the Utah State District Courts E-Filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court. —

CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2026, a true and correct copy of the FINAL JUDGMENT was served via the Court's Greenfiling system to the parties listed below:

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/s/ Jasmine M. Harouny