The Order of the Court is stated below:
Dated: October 11, 2026 07:42:46 AM **/s/** TERESA WELCH District Court Judge

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

VICIDIEM, INC., a Utah corporation, and MICROWORKS, INC., a Utah corporation, Plaintiffs, v. DENTONS DURHAM JONES PINEGAR P.C., a Utah professional corporation, Defendant.	**JUDGMENT** Case No. 230903480 Judge Teresa Welch

4939-1187-0418

Pursuant to Utah Rule of Civil Procedure 58A(a), the issues in this matter being tried by a jury and fully resolved as reflected in the *Verdict Form* [Dkt. 619] dated September 16, 2026, attached hereto as **Exhibit A** and incorporated herein in its entirety, the Court hereby enters **JUDGMENT** fully resolving all claims in favor of Defendant Dentons Durham Jones Pinegar P.C. ("**Dentons**") and against Plaintiffs Vicidiem, Inc. ("**Vicidiem**") and Microworks, Inc. ("**Microworks**" or with Vicidiem, "**Plaintiffs**") with no damages being awarded to Plaintiffs. Each party to bear their own fees and costs.

EXHIBIT A

(Verdict Form [Dkt. 619])

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

VICIDIEM, INC., a Utah corporation, and MICROWORKS, INC., a Utah corporation, Plaintiffs, v. DENTONS DURHAM JONES PINEGAR P.C., a Utah professional corporation, Defendant.	**SPECIAL VERDICT FORM** Case No. 230903480 Judge Teresa Welch

MEMBERS OF THE JURY:

When filling out this Special Verdict Form, please follow the directions provided throughout the form. Read the questions and directions carefully. They explain the sequence in which the questions should be answered.

Your answer to each question must be by a majority of 6 out of 8 jurors but each question does not require the same 6 people to agree.

Your findings are by a preponderance of the evidence for each element.

Some of the questions contain legal terms that are defined and explained in the Jury Instructions.

Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions.

To resolve Plaintiffs' professional negligence claim, you will first determine whether Defendant Dentons Durham Jones Pinegar, P.C. ("Dentons") owed a duty to each of the Plaintiffs, whether it breached the applicable standard of care, whether that breach caused Plaintiffs' damages, and, if so, the amount of those damages.

If Plaintiffs establish those elements, you will then consider whether Plaintiffs failed to reasonably mitigate their damages and, finally, if fault should be allocated among persons whose conduct contributed to the claimed harm.

You will first answer questions about Plaintiff Vicidiem, Inc. ("Vicidiem") and then questions about Plaintiff Microworks, Inc. ("Microworks").

Proceed to the next page for jury verdict questions.

QUESTIONS

Vicidiem Questions:

Element 1: Attorney-Client Relationship. *The parties do not dispute that Vicidiem and Dentons had an attorney-client relationship. Proceed to Element 2.*

Element 2: Breach of Standard of Care

1. Do you find by a preponderance of the evidence that Dentons breached its duty to Vicidiem to perform its work within the applicable standard of care in one of the following ways:

i. Failing to advise Vicidiem of the risks or benefits of walking away from the APA agreement?

Yes ___ No __

ii. Failing to advise Vicidiem of the risks or benefits of omitting responsibility for paying Kelly Ward's commissions from the APA?

Yes ___ No __

iii. Failing to advise Vicidiem of the risks or benefits of omitting the non-compete obligation against Highway 89 from the APA?

Yes ___ No __

iv. Failing to advise Vicidiem of the risks or benefits of omitting a non-solicitation obligation against Highway 89 from the APA?

Yes ___ No __

v. Failing to advise Vicidiem of the risks or benefits of omitting a mutual referral provision requiring Highway 89 to use Microworks for installation work from the APA?

Yes ___ No __

If you answered "YES" to any subpart of Question 1, proceed to Element 3. If you answered "NO" to all the subparts of Question I, stop answering and proceed to questions about Microworks.

Element 3: Causation

2. Do you find that Vicidiem would not have moved forward with the APA transaction if Dentons had not breached the standard of care?

____ ____

3. Do you find that moving forward with the APA transaction caused Vicidiem to lose current Smart Homes contracts?

____ ____

4. Do you find that moving forward with the APA transaction caused Vicidiem to lose prospective Smart Homes contract bids?

____ ____

5. Do you find that moving forward with the APA transaction caused Vicidiem to incur legal fees in litigation against Highway 89?

____ ____

6. Do you find that Vicidiem would not have been sued by Kelly Ward if Dentons had not breached the standard of care?

Yes ___ No ___

If you answered "YES" to Questions 2, 3, 4, 5, or 6, proceed to Element 4. If you answered "NO" to all these questions, stop answering and proceed to questions about Microworks.

Element 4: Damages

7. Do you find that Vicidiem suffered damages as a result of its lost Smart Homes contracts?

Yes ___ No ___

If you answered "YES" to Question 7, state the amount of damages that will fairly and adequately compensate Vicidiem for the economic losses it suffered as a result.

$_____

8. Do you find that Vicidiem suffered damages as a result of its lost prospective Smart Homes contract bids?

Yes ___ No ___

If you answered "YES" to Question 8, state the amount of damages that will fairly and adequately compensate Vicidiem for the economic losses it suffered as a result.

$_____

9. Do you find that Vicidiem suffered damages as a result of incurring legal fees in litigation against Highway 89?

Yes ___ No ___

If you answered "YES" to Question 9, state the amount of damages that will fairly and adequately compensate Vicidiem for the economic losses it suffered as a result.

$_____

10. Do you find that Vicidiem suffered damages as a result of being sued by Kelly Ward regarding her commissions?

Yes ___ No ___

If you answered "YES" to Question 10, state the amount of damages that will fairly and adequately compensate Vicidiem for the economic losses it suffered as a result.

$_____

Microworks Questions:

Element 1: Attorney-Client Relationship

11. Do you find that Dentons had an express attorney-client relationship with Microworks, Inc.?

Yes ___ No __

If you answered "YES" to Question 11, proceed to Question 15. If you answered "NO" to Question 11, proceed to Question 12.

12. Do you find that Microworks subjectively believed it had an attorney-client relationship with Dentons?

Yes ___ No __

If you answered "YES" to Question 12, proceed to Question 13. If you answered "NO," stop answering the Microworks questions and proceed to Question 21.

13. Do you find that Dentons acted such that Microworks had an objectively reasonable belief that Dentons had made an implied agreement to represent Microworks in connection with the APA?

Yes ___ No ___

If you answered "YES" to Question 13, proceed to Question 14. If you answered "NO" to Question 13, stop answering the Microworks questions and proceed to Question 21.

14. Do you find that the scope of Dentons' implied attorney-client relationship with Microworks included any of the following areas?

i. Protecting Microworks, Inc.'s installation contracts by negotiating for a non-competition provision protecting Microworks in the APA.

Yes ___ No ___

ii. Protecting Microworks, Inc.'s remaining employees by negotiating for a non-solicitation provision in the APA to prevent Highway 89 from soliciting Microworks' employees.

Yes ___ No ___

iii. Protecting Microworks, Inc.'s future business by negotiating for a referral provision in the APA obligating Highway 89 to consider referring installation business to Microworks, Inc. after the APA.

Yes ___ No ___

If you answered "YES" to any subpart of Question 14, proceed to Element 2. If you answered "NO" to all subparts of Question 14, stop answering the Microworks questions and proceed to Question 21.

Element 2: Breach of Standard of Care

15. Do you find that Dentons breached its duty to Microworks to perform its work within the applicable standard of care in one of the following ways:

i. Failing to advise Microworks of the risks or benefits of walking away from the APA agreement?

Yes ___ No ___

ii. Failing to advise Microworks to obtain independent counsel to represent its interests in the APA transaction?

Yes ___ No ___

iii. Failing to advise Microworks of the risks or benefits of omitting the non-compete obligation against Highway 89 from the APA transaction?

Yes ___ No ___

iv. Failing to advise Microworks of the risks or benefits of omitting a non-solicitation obligation against Highway 89 from the APA transaction?

Yes ___ No ___

v. Failing to advise Microworks of the risks or benefits of omitting a mutual referral provision requiring Highway 89 to use Microworks for installation work from the APA transaction?

Yes ___ No ___

If you answered "YES" to any subpart of Question 15, proceed to Element 3. If you answered "NO" to all subparts of Question 15, stop answering the Microworks questions and proceed to Question 21.

Element 3: Causation

16. Do you find that Microworks would not have moved forward with the APA transaction if Dentons had not breached the standard of care?

Yes ___ No ___

17. Do you find that moving forward with the APA transaction caused Microworks to lose current contracts?

Yes ___ No ___

18. Do you find that moving forward with the APA transaction caused Microworks to lose prospective contract bids?

Yes ___ No ___

If you answered "YES" to Questions 16, 17, or 18, proceed to Element 4. If you answered "NO" to all these questions, proceed to Question 21.

Element 4: Damages

19. Do you find that Microworks suffered damages as a result of the cancellation of its current contracts?

Yes ___ No ___

If you answered "YES" to Question 19, state the amount of damages that will fairly and adequately compensate Microworks for the economic losses it suffered as a result.

20. Do you find that Microworks suffered damages as a result of the loss of its prospective contract bids?

Yes ___ No ___

If you answered "YES" to Question 20, state the amount of damages that will fairly and adequately compensate Microworks for the economic losses it suffered as a result.

$_____

Having addressed the elements of professional negligence, you will now address the related issues of mitigation of damages and allocation of fault.

Mitigation of Damages

21. Did Vicidiem fail to exercise reasonable diligence and ordinary care to minimize its damages?

Yes ___No ___

If you answered "YES" to Question 21, state the amount that Vicidiem's damages should be reduced due to its failure to mitigate its damages.

$_____

22. Did Microworks fail to exercise reasonable diligence and ordinary care to minimize its damages?

Yes ___No ___

If you answered "YES" to Question 22, state the amount that Microworks' damages should be reduced due to its failure to mitigate its damages.

$_____

Allocation of Fault

23. For any damages assigned to Vicidiem, state the percentage of fault, if any, that should be apportioned to any of the following:

Party	Person(s) at Fault for Damages	
Vicidiem, Inc.	Dentons Durham Jones Pinegar, P.C.	0%
	Vicidiem, Inc.	50%
	Microworks, Inc.	10%
	Craig Hutchinson	20%
	Mereo Networks (Highway 89)	0%
	Kelly Whitely Ward	0%
	Thomas Wilky	10%
	Kristy Dickson	10%
	Developers who Canceled Contracts	0%
		TOTAL: 100%

24. For any damages assigned to Microworks, state the percentage of fault, if any, that should be apportioned to any of the following:

Party	Person(s) at Fault for Damages	
Microworks, Inc.	Dentons Durham Jones Pinegar, P.C.	0%
	Vicidiem, Inc.	10%
	Microworks, Inc.	50%
	Craig Hutchinson	20%
	Mereo Networks (Highway 89)	5%
	Kelly Whitely Ward	0%
	Thomas Wilky	5%
	Kristy Dickson	10%
	Developers who Canceled Contracts	0%
		TOTAL: 100%

Proceed to Certification

CERTIFICATION

We, the jury, by vote of at least six of the eight jurors present, agree to the answers to the foregoing questions and return this form as our Verdict in this case.

The foreperson must sign and date this Verdict Form and inform the court security officer that the jury has reached a verdict. The verdict is not final until accepted by the court.

DATED this 16 day of September, 2026.

*/s/*_____
Jury Foreperson

----------END OF JUDGMENT----------

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

DATED October 6, 2026.

PREPARED BY:

SNELL & WILMER L.L.P.

/s/ Jeremy J. Stewart
Matthew L. Lalli
Jeremy J. Stewart
Benjamin J. Mills
Brandon S. Fuller

Attorneys for Defendant Dentons Durham Jones Pinegar P.C.

APPROVED AS TO FORM:

PIA HOYT

*/s/**

Adam L. Hoyt
Scott R. Hoyt
Jacob B. Stone
James L. Thatcher
Spencer D. Brown

Attorneys for Plaintiffs Vicidiem, Inc. and Microworks, Inc.

*(*A copy of this Judgment was Served on Plaintiffs' Counsel on September 25, 2026. Plaintiffs' Counsel did not respond. Pursuant to Utah R. Civ. P. 58A(c)(4)(B), DDJP files this Judgment without signature and with a COS.)*

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of October, 2026, a true and correct copy of the foregoing **JUDGMENT** was filed with the Clerk of the Court using an approved electronic filing system, which effectuated service on all counsel of record in this matter, including the following:

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DATED this 6th day of October, 2026.

/s/ Debbie Withers
An Employee of SNELL & WILMER L.L.P.