The Order of the Court is stated below:
Dated: October 12, 2026 05:50:38 PM **/s/** ROBERT FAUST
District Court Judge

Craig A. Hoggan (8202)
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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 and the Court's Findings of Fact and Conclusions of Law, the Court hereby ORDERS, ADJUDGES AND DECREES as follows:

Judgment Against C&H Construction

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
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 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 the following rates: 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; the statutory rate of 10% per annum on the Construction Management Contract total of $146,196.00; and the statutory rate of 10% per annum on the Excavation Contract total of $99,297.00.

As the prevailing party, RMC is entitled to its reasonable attorneys' fees and costs in an amount to be determined on motion pursuant to Rule 73 and Rule 54(d) of the Utah Rules of Civil Procedure.

Defendants' Counterclaims

Defendants' Counterclaims are Dismissed in their entirety with prejudice.

RMC's Lien Claim

RMC's Construction Lien is valid and enforceable against the Property located at 3512 W. Maradona Drive (also known as 15051 South Academy Parkway) and 3492 W. Maradona Drive, Herriman, Utah, bearing Salt Lake County Tax Parcel Nos. 33-17-202-148, and legally described as Lot 102, Mountain Point Retail Center Phase 1 (the "Property").

The Lien secures payment to RMC in the initial amount of $283,762 which consists of the following:

- $200,920 due and owing under the Concrete Contract, the Construction Management Contract, and the Excavation Contract.

-$40.00 recording fee,

- interest of $34,113 on the $55,427 owed on the Concrete Contract through July 16, 2026 at the contract rate of 18 percent per annum;

- interest of $31,975 on the $96,196 owed on the Construction Management Contract through July 16, 2026 at the legal rate of 10 percent per annum; and

- interest of $16,714 on the $49,297 owed on the Excavation Contract through July 16, 2026 at the legal rate of 10% per annum. Interest shall continue to accrue at the applicable rate from July 16, 2026 until paid in full.

Under Utah Code Section 38-1a-503, RMC's Construction Lien has priority over any interest in the Property attaching after WVEP's Notices of Commencement for the Project, recorded March 9, 2022 (Entry Nos. 9408737 and 9408789), and RMC's first preliminary notice filing on March 10, 2022 (Entry No. 9411049).

RMC is entitled to a decree of foreclosure directing that the Property be sold by the Sheriff of Salt Lake County in the manner provided by law for the foreclosure of a mortgage,

subject to the same right of redemption, pursuant to Utah Code Section 38-1a-704, with the proceeds of sale applied first to the costs of sale and then to the amounts secured by the Construction Lien, and any excess proceeds paid as provided in Utah Code Sections 38-1a-703 and 38-1a-704.

If the proceeds of the sale are insufficient to satisfy the amounts secured by the Construction Lien, RMC may have judgment for the unpaid balance against the person liable and may execute on that judgment in the same manner as judgments generally, pursuant to Utah Code Section 38-1a-705.

As the successful party in this action brought to enforce a lien under Chapter 1a of Title 38, RMC is entitled to recover its reasonable attorney fees, to be fixed by the Court and taxed as costs, pursuant to Utah Code Section 38-1a-707(1). The amount of RMC's fees and costs shall be determined on motion pursuant to Rules 73 and Rule 54(d) and shall be added to the judgment amount secured by the lien.

Additional Interest, Attorneys Fees, and Costs

This Judgment may be amended with interest, attorneys' fees, and costs that RMC incurs as shall be established by declaration and approved by the Court until it is satisfied and paid in full.

//END DOCUMENT//

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

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

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 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