The Order of the Court is stated below:
Dated: October 26, 2026 04:12:52 PM **/s/** LAURA SCOTT District Court Judge

Prepared by: Troy L. Booher (9419) LaShel Shaw (13862) Zimmerman Booher 341 South Main Street, Fourth Floor Salt Lake City, Utah 84111 tbooher@zbappeals.com lshaw@zbappeals.com (801) 924-0200 *Attorneys for Plaintiff Todd S. Winegar*	

Third JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

TODD S. WINEGAR, Plaintiff, v. BRINGARD MILLWORKS LC, et al., Defendants.	**FINAL JUDGEMENT (AS MODIFIED BY THE COURT)** Case No. 210905001 Honorable Laura Scott

On July 14, 2026, the court entered its Ruling and Order on Damages Calculation. Accordingly, pursuant to Rule 58A of the Utah Rules of Civil Procedure, final judgment is entered as follows:

1. For Todd's claims for breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty, monetary damages in favor of plaintiff Todd S. Winegar for Defendants' failure to make pro rata distributions to him;

against (i) defendant Joel E. Winegar in the amount of $167,933 and (ii) against defendant Wade S. Winegar in the amount of $158,041.[1]

a. These damages represent relief to which Todd Winegar is entitled for his breach of contract claim, among others. Accordingly, pre-judgment interest on the above obligation is also awarded to Todd Winegar against Joel Winegar and Wade Winegar in the amount of $140,959.76, pursuant to Utah Code section 15 1 1(2).

b. Joel Winegar and Wade Winegar may satisfy this judgment by paying Todd Winegar directly or by personally paying those amounts to Bringard Millworks LC and causing it to distribute those amounts to Todd Winegar.

2. Monetary damages in favor of plaintiff Todd Winegar against defendant Bringard Millworks LC for guaranteed payment for services rendered in the amount of $45,914.10, together with pre-judgment interest in the amount of $53,989.95.

3. Attorney fees in favor of plaintiff Todd Winegar against defendants Joel Winegar, Wade Winegar, Bringard Millworks LC, and Millworks Properties LC (collectively, Defendants) in the amount of $9,067.

4. Post-judgment interest on all monetary awards herein, calculated at the statutory rate of 5.51%.

5. For Todd's claim for specific performance, a permanent injunction in favor of plaintiff Todd Winegar is entered against Defendants on the following terms:

[1] For the reasons stated in Todd's Response to the Objection, the Court overrules Defendants' objection to the award of prejudgment interest on the unpaid distributions.

a. Defendants are required to provide copies of any tax returns for Bringard Millworks LC and Millworks Properties LC (together, the Companies) to Todd Winegar within three business days of the filing of the returns.

b. Defendants are required to provide year-end financial statements for the Companies to Todd Winegar at least annually. Such statements must be provided within three business days of their preparation.~~, but in no event later than January 31 of the subsequent year~~.

[2]c. Upon request, Defendants shall provide Todd Winegar with copies of all the Companies' most recent bank statements that have not previously been provided to him, within three business days of the request.

d. Upon request, Defendants shall provide Todd Winegar with a current copy of the Companies' QuickBooks files, within three business days of the request.

e. Todd Winegar may request the bank records and/or QuickBooks files as set out in paragraphs (c) and (d) above no more than six times per year and no more than one time per month.

6. The counterclaim asserted by Joel Winegar and Wade Winegar against Todd Winegar has previously been dismissed with prejudice. Accordingly, judgment is hereby entered disposing of that claim in Todd Winegar's favor.

[2] The Court sustains Defendants' objection to Todd's inclusion of a January 31 deadline because it goes beyond the Court's ruling and imposes an artificial deadline on Bringard that is not found in the Operating Agreement, which provides that "[a]t least annually . . . the manager will provide a report to the Members showing the income, expenses, receivable, payable, inventory, and construction status of the Company's business affairs."

----------END OF ORDER ----------

signature and date appear at the top of the first page