The Order of the Court is stated below:
Dated: November 04, 2026 03:12:51 PM **/s/** JAMES BLANCH
District Court Judge

Andrew D. Wright, #8857
Jennifer R. Carrizal, #10116
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IN THE THIRD JUDICIAL DISTRICT COURT

SALT LAKE COUNTY, STATE OF UTAH

PRIME INSURANCE COMPANY Plaintiff, v. TRI-CON PROPERTY SERVICES, LLC dba GABY ROOFING, Defendant.	)	**FINAL JUDGMENT FOR DECLARATORY RELIEF** Case No.: 260906425 Judge James Blanch

The Court previously entered an Order of Declaratory Judgment on November 2, 2026. Accordingly, pursuant to Rule 58A of the Utah Rules of Civil Procedure, the Court hereby enters final declaratory judgment in favor of Prime and against Tri-Con Property Services, LLC dba Gaby Roofing ("Gaby Roofing") as follows:

1. Jurisdiction and venue are proper in this Court and county.

2. It is hereby Ordered, Adjudged, and Decreed:

a. There is no coverage for the Hernandez claim because it does not arise from or relate to an Accident.

b. There is no coverage for damage that was expected or intended.

c. There is no coverage for damage to Ms. Hernandez's roof because the roof was worked on by Gaby Roofing.

d. There is further no coverage for the Hernandez claim because it arises from Gaby Roofing's completed work.

e. There is no coverage for any warranty or representation made by Gaby Roofing regarding its work.

f. There is no coverage for damage caused by Gaby Roofing's faulty, incomplete, or deficient workmanship.

g. There is no coverage for damage to property caused by the incorporation of Gaby Roofing's faulty workmanship.

h. There is no coverage for punitive damages.

i. There is no coverage for the return or restitution of legal fees, costs, or expenses.

j. There is further no coverage for the Hernandez claim because the timely reporting requirements have not been satisfied.

k. As coverage is precluded under the Policy, Prime has no obligation to defend or indemnify Gaby Roofing or any of its employees in relation to the Hernandez claim.

l. As coverage is precluded under the Policy, neither Gaby Roofing nor any of its employees have any right of recovery against Prime in relation to the Hernandez claim.

m. As coverage is precluded under the Policy and Prime has no obligation to defend or indemnify Gaby Roofing, Prime is entitled to withdraw its defense of Gaby Roofing in relation to the Hernandez claim.

*****EXECUTED and ENTERED by the Court as indicated by the date and seal at the top of the first page.*****

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of November, 2026, a true and correct copy of the **FINAL JUDGMENT FOR DECLARATORY RELIEF** was served by the method indicated below, to the following:

Tri-Con Property Services, LLC	[X]	U.S. Mail, Postage Prepaid
dba Gaby Roofing	[X]	Hand Delivered
4404 Kennedy Blvd	[X]	Email
Union City, NJ 07087	[ ]	Facsimile
damianborges@gmail.com	[ ]	CM/ECF

/s/ Heidi McEwen