

Date: April 18, 2022

To: Division of Occupational & Professional Licensing Construction Services Commission
From: Austin C. Nate, Esq., Ray Quinney & Nebeker P.C.
Re: Trevor Gough – April 27, 2022, Construction Services Commission Hearing

List of Exhibits

1. Satisfaction of Judgment – Case No. 210903897 (Continental Bank)
2. Settlement Agreement – Case No. 200905814 (Geneva Rock)
3. Dismissal with Prejudice – Case No. 210905515 (Lowder)
4. Dismissal with Prejudice – Case No. 190905605 (Plain City Project)
5. Email Regarding Repayment (Ogden Project)
6. Letter Regarding Satisfaction of Herriman Project
7. Arbitration Result – Case No. 198100128 (Lambert)
8. Check Regarding Payment of State Tax Lien
9. Check Regarding Payment of Federal Tax Lien



EXHIBIT 1

Bradley R. Jones, #4747
15 West South Temple, Suite 300
Salt Lake City, UT 84101
Telephone: (801) 595-7043
Email: bjones@cbankus.com

Attorney for Plaintiff Continental Bank

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

<p>Continental Bank</p> <p>Plaintiff,</p> <p>vs.</p> <p>Aspire Civil Construction Inc. and Trevor Peter Gough,</p> <p>Defendant.</p>	<p>SATISFACTION OF JUDGMENT</p> <p>Civil No. 210903897</p> <p>Judge Amber M Mettler</p> <p>Discovery Tier 1</p>
--	--

Pursuant to Rule 58B of the Utah Rules of Civil Procedure, plaintiff Continental Bank (“Plaintiff”), through its undersigned counsel, hereby submits this Satisfaction of Judgment. By this document, Plaintiff declares and confirms that all amounts awarded and owed under the Judgment entered herein against Defendants Aspire Civil Construction Inc. and Trevor Peter Gough have been fully satisfied and resolved. This Satisfaction of Judgment shall serve to discharge and release any and all liens created or effectuated by the Judgment.

DATED this 18th day of April 2022.

By: /s/ Bradley R. Jones
Bradley R. Jones
Attorney for Continental Bank

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of April 2022, I caused a true and correct copy of the foregoing **SATISFACTION OF JUDGMENT** to be filed with the Clerk of court using the **CM/ECF SYSTEM** and caused a that a true and correct copy of the same to be delivered by US first class mail, postage prepaid, to the following:

Aspire Civil Construction Inc.
c/o Trevor Peter Gough, President
405 East 12450 South Ste A3,
Draper, UT 84020

Trevor Peter Gough
Aspire Civil Construction Inc.
12075 South Draper Ridge Drive
Draper, UT 84020

/s/ Tim Perry

EXHIBIT 2

**SETTLEMENT AGREEMENT
AND STIPULATION FOR JUDGMENT**

This **Settlement Agreement and Stipulation for Judgment** (the “**Agreement**”) is made effective this ____ day of December, 2020, by and between Geneva Rock Products, Inc. (“**Geneva Rock**”); Aspire Civil Construction, Inc. (“**Aspire**”); and Trevor Gough personally (“**Gough**”). Aspire and Gough may be referred to herein collectively as the “**Aspire Parties**.”

WHEREAS, Geneva Rock furnished certain materials to Aspire on various projects (“**Projects**”) located in the State of Utah;

WHEREAS, Geneva Rock has not been paid in full for the materials it furnished to Aspire for the Projects;

WHEREAS, Gough is a personal guarantor on the Aspire Credit Application and Conditions of Sale Agreement (“**Contract**”) with Geneva Rock;

WHEREAS, Geneva Rock has made demand through its counsel for payment on the account and a lawsuit has been filed in the Third District Court, Salt Lake County, State of Utah, case number 200905814 (“**Lawsuit**”);

WHEREAS, the Aspire Parties have requested additional time to pay Geneva Rock for the materials supplied to the Projects under the Contract as provided in this Agreement;

WHEREAS, the parties, for good and valuable consideration, wish to settle the amounts owing to Geneva Rock for the Projects in accordance with the terms and conditions herein set forth.

NOW, THEREFORE, based on the mutual covenants and consideration expressed herein, the parties hereby agree as follows:

1. Aspire shall pay the sum of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) plus interest at ten percent (10%) from the date of this Agreement to Geneva Rock as follows:

- a. \$2,000.00 on or before February 1, 2021;
- b. \$3,000.00 on or before March 1, 2021; and
- c. \$3,000.00 on or before the 1st day of each subsequent month thereafter until the amount owed under this Agreement is paid in full.

2. Aspire shall make the payment as set forth above in paragraph 1 payable to “Geneva Rock Products, Inc.” in lawful currency of the United States and hand delivered by the due date **or** mailed to Geneva Rock Products, Inc. c/o Shane Inglesby, 302 West 5400 South, Suite 200, Murray, Utah 84107 so as to be delivered to Geneva Rock by the due date.

3. In the event that Aspire fails to make the payment as set forth in paragraphs 1 and 2, the Aspire Parties hereby agree and stipulate that without further notice, an immediate judgment may be taken by Geneva Rock against Aspire and Gough, jointly and severally, in the Lawsuit in the

amount of TWENTY-NINE THOUSAND DOLLARS (\$29,000.00), together with interest at the default rate of 18% per annum from the due date of the invoices for the materials supplied to the Projects and attorney fees and costs incurred related to this account. The Aspire Parties further agree and stipulate that Geneva Rock would be entitled to additional interest on the judgment at the rate of 18% per annum, together with any and all collection costs, including attorney fees, incurred in collecting on the judgment.

4. Upon receipt of full payment of the amount set forth above, Geneva Rock will consider the account paid in full and dismiss the Lawsuit with prejudice.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto, including their successors and assigns. This Agreement shall not be assigned without prior written consent of each party.

6. The parties hereto represent that they have read this Agreement, have had the opportunity for legal counsel review its terms, understood it and have voluntarily executed it. **The parties further agree that this Agreement contains the entire agreement between the parties. The terms of this Agreement are contractual and not a mere recital.**

7. The parties acknowledge and agree that this Agreement may be executed in counterpart and/or via email transmission. The parties agree that a signature on an email transmission will be binding upon all parties hereto as though such signature had been executed and delivered in person. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument.


8. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASPIRE CIVIL CONSTRUCTION, INC.

GENEVA ROCK PRODUCTS, INC.

By: Trevor Gough
Its: Owner

By: 
Its: Shane B. Inglesby, CCE, Corporate Credit Manager

Trevor Gough
Trevor Gough, personally

EXHIBIT 3

Samuel C. Straight (7638)
Austin C. Nate (17789)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
P.O. Box 45385
Salt Lake City, Utah 84145-0385
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
sstraight@rqn.com
anate@rqn.com

Attorneys for Defendants

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

RYAN LOWDER, an individual,

Plaintiff,

v.

TREVOR PETER GOUGH, an individual;
and **NEW HORIZON POOLS, LLC**, a Utah
limited liability company,

Defendants.

**JOINT STIPULATION FOR DISMISSAL
WITH PREJUDICE**

Case No.: 210905515

Judge Amber M. Mettler

Tier 2

Pursuant to Rule 41(a)(1)(A)(ii) of the Utah Rules of Civil Procedure, Plaintiff Ryan Lowder, through his counsel of record, as to his claims, and Defendants Trevor Peter Gough and New Horizon Pools, LLC, through their counsel of record, hereby stipulate for dismissal with prejudice of all claims in this action, each side to bear their respective attorneys' fees and costs.

In accordance with Rule 41(a)(1)(A)(ii), Plaintiff and Defendants stipulate that they are all the parties who have appeared in this action. Therefore, this case is dismissed with prejudice by the filing of this Joint Stipulation.

Dated this 11th day of April, 2022.

JONES WALDO HOLBROOK &
McDONOUGH P.C.

/s/ Christian A. Vanderhooft
Kenneth A. Okazaki
Christian A. Vanderhooft
Attorneys for Plaintiff

1600097

Dated this 11th day of April, 2022.

RAY QUINNEY & NEBEKER P.C.

/s/ Austin C. Nate
Samuel C. Straight
Austin C. Nate
Attorneys for Defendants

EXHIBIT 4

3RD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

JOANN HALL et al. vs. ASPIRE CIVIL CONSTRUCTION INC et al.

CASE NUMBER 190905605 Contracts

CURRENT ASSIGNED JUDGE
HEATHER BRERETON

PARTIES

Plaintiff - JERRY HALL
Represented by: ALINE MARIE LONGSTAFF
Represented by: J RYAN MITCHELL

Plaintiff - JOANN HALL
Represented by: ALINE MARIE LONGSTAFF
Represented by: J RYAN MITCHELL

Defendant - JOANN HALL

Defendant - ASPIRE CIVIL CONSTRUCTION INC
Represented by: SHAWN ROBINSON

Defendant - JERRY HALL

Counterclaimant - ASPIRE CIVIL CONSTRUCTION INC
Represented by: SHAWN ROBINSON

Doing Business As - ASPIRE POOLS AND DESIGN(ASPIRE CIVIL CONSTRUCTION INC)

ACCOUNT SUMMARY

Total Revenue Amount Due:	765.00
Amount Paid:	765.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: COMPLAINT - NO AMT S	
Original Amount Due:	360.00
Amended Amount Due:	360.00
Amount Paid:	360.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: JURY DEMAND - CIVIL	
Original Amount Due:	250.00
Amended Amount Due:	250.00
Amount Paid:	250.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: COUNTER 10K-MORE	
Original Amount Due:	155.00

Amended Amount Due:	155.00
Amount Paid:	155.00
Amount Credit:	0.00
Balance:	0.00

CASE NOTE

PROCEEDINGS

07-16-2019 Filed: Complaint

07-16-2019 Case filed by efiler

07-16-2019 Judge HEATHER BRERETON assigned.

07-16-2019 Fee Account created Total Due: 360.00

07-16-2019 Fee Account created Total Due: 250.00

07-16-2019 Filed: Return of Electronic Notification

07-16-2019 COMPLAINT - NO AMT S Payment Received: 360.00

07-16-2019 JURY DEMAND - CIVIL Payment Received: 250.00

08-08-2019 Filed return: Summons on Return Declaration of Service
 Party Served: ASPIRE CIVIL CONSTRUCTION INC
 Service Type: Personal
 Service Date: August 04, 2019
 Garnishee:

08-08-2019 Filed: Return of Electronic Notification

09-11-2019 Filed: Answer and Counterclaim

09-11-2019 Note: Certificate of Readiness for Trial due 06/25/2020

09-11-2019 Fee Account created Total Due: 155.00

09-11-2019 COUNTER 10K-MORE Payment Received: 155.00

09-11-2019 Filed: NOTICE OF EVENT DUE DATES

09-11-2019 Filed: Return of Electronic Notification

09-12-2019 Filed: Amended Answer and Counterclaim
 Answer Party: ASPIRE CIVIL CONSTRUCTION INC

09-12-2019 Filed: Return of Electronic Notification

09-25-2019 Filed: Certificate of Service of Plaintiffs Initial Disclosures

09-25-2019 Filed: Return of Electronic Notification

10-01-2019 Filed: Answer Plaintiffs Answer to Defendants Counterclaim
 Answer Party: JOANN HALL
 Answer Party: JERRY HALL

10-01-2019 Filed: Return of Electronic Notification

10-09-2019 Filed: Notice of Withdrawal Withdrawal of Counsel

10-09-2019 Filed: Notice of Withdrawal Amended Withdrawal of Counsel

10-09-2019 Filed: Notice to Aspire Civil Construction Inc., dba Aspire Pools and Design to Appear or Appoint Counsel

10-09-2019 Filed: Return of Electronic Notification

10-09-2019 Filed: Return of Electronic Notification

10-09-2019 Filed: Return of Electronic Notification

10-31-2019 Filed: Default Certificate (Proposed)

10-31-2019 Filed: Motion for Default Certificate
 Filed by: JERRY HALL

10-31-2019 Filed: Return of Electronic Notification

10-31-2019 Filed: Other - Not Signed Default Certificate (Proposed)

10-31-2019 Note: Default cannot be entered. Answer or Responsive Pleading has been filed.

10-31-2019 Filed: Return of Electronic Notification

10-31-2019 Filed: Appearance of Counsel/Notice of Limited Appearance

10-31-2019 Filed: Objection to Motioin for Default Certificate

10-31-2019 Filed: Return of Electronic Notification

11-13-2019 Filed: Certificate of Service (Defendants ID)

11-13-2019 Filed: Return of Electronic Notification

02-13-2020 Filed: Certificate of Service (Plaintiffs Supplemental Initial Disclosures)

02-13-2020 Filed: Return of Electronic Notification

02-26-2020 Filed: Notice of Change of Address

02-26-2020 Filed: Return of Electronic Notification

05-05-2020 Filed: Certificate of Readiness for Trial

05-05-2020 Filed: Return of Electronic Notification

06-04-2020 NOTICE for Case 190905605 ID 20934556
Judge: HEATHER BRERETON
PRETRIAL CONFERENCE is scheduled.
Date: 06/24/2020
Time: 11:00 a.m.
Location: FOURTH FLOOR-S41
THIRD DISTRICT COURT
450 SOUTH STATE STREET
SALT LAKE CITY, UT 84114-1860
Before Judge: HEATHER BRERETON

06-04-2020 PRETRIAL CONFERENCE scheduled on June 24, 2020 at 11:00 AM in FOURTH FLOOR-S41 with Judge HEATHER BRERETON

06-04-2020 Filed: Notice for Case 190905605 CN: Judge HEATHER BRERETON

06-04-2020 Filed: Return of Electronic Notification

06-24-2020 PRETRIAL CONFERENCE scheduled on July 15, 2020 at 11:00 AM in FOURTH FLOOR-S41 with Judge HEATHER BRERETON

06-24-2020 Minute Entry - PRETRIAL CONFERENCE
Judge: HEATHER BRERETON
Clerk: angien
PRESENT
Plaintiff's Attorney(s): J RYAN MITCHELL
Plaintiff's Attorney(s): ALINE MARIE LONGSTAFF
Defendant's Attorney(s): SHAWN ROBINSON
Audio
Tape Number: S41 Tape Count: 1100-1108
HEARING
Parties discuss setting trial or going to mediation
PRETRIAL CONFERENCE.
Date: 07/15/2020
Time: 11:00 a.m.
Location: FOURTH FLOOR-S41
THIRD DISTRICT COURT
450 SOUTH STATE STREET
SALT LAKE CITY, UT 84114-1860
Before Judge: HEATHER BRERETON

06-24-2020 Filed: Return of Electronic Notification

07-09-2020 PRETRIAL CONFERENCE Cancelled
Reason: Request of Counsel

10-05-2020 Filed: Motion Stipulated Motion to Dismiss Case with Prejudice
Filed by: JOANN HALL

10-05-2020 Filed: Request/Notice to Submit Stipulated Motion to Dismiss
Case with Prejudice

10-05-2020 Filed: Order (Proposed) Granting Stipulated Motion to Dismiss

10-05-2020 Filed: Return of Electronic Notification

10-06-2020 Filed order: Order Granting Stipulated Motion to Dismiss
Judge HEATHER BRERETON
Signed October 06, 2020

10-06-2020 Filed: Return of Electronic Notification

10-06-2020 Case Disposition is Dismsd w prejudice
Disposition Judge is HEATHER BRERETON

EXHIBIT 5

From: [Austin Atkinson](#)
To: [Austin Atkinson](#)
Subject: Re: Pool reimbursement
Date: Monday, April 18, 2022 4:59:57 PM

From: Wright Jason <jason.wright@terumomedical.com>
Sent: Tuesday, March 29, 2022 9:03 AM
To: Trevor Gough <trevor@aspirepoolsanddesign.com>
Cc: Austin Nate <ANate@rqn.com>; Amanda Wiseman <amanda@aspirepoolsanddesign.com>
Subject: Re: Pool reimbursement

CAUTION: EXTERNAL EMAIL

Thank you.

Jason Wright
801-391-9783

On Mar 29, 2022, at 7:52 AM, Trevor Gough <trevor@aspirepoolsanddesign.com> wrote:

This email originated from outside the organization. Do not click links or open attachments unless you have verified this email is legitimate.

Jason . I sent 1000 dollars over to jen.
5000 remains
It will be a monthly payment

we will get back to you with details

Thanks

CONFIDENTIALITY NOTICE: This email contains information from the sender that may be confidential, legally privileged, proprietary or otherwise protected from disclosure. This email is intended for use only by the person or entity to whom it is addressed. If you are not the intended recipient, any use, disclosure, copying, distribution, printing, or any action taken in reliance on the contents of this email, is strictly prohibited. If you received this email in error, please contact the sending party by replying in an email to the sender, delete the email from your computer system and destroy any paper copies of the printed email.

EXHIBIT 6



ASPIRE POOLS & DESIGN

Amanda Wiseman <amanda@aspirepoolsanddesign.com>

RE: Payment

1 message

Kuyper, Mandey <Mkuyper@wm.com>

Mon, Apr 18, 2022 at 10:23 AM

To: Amanda Wiseman <amanda@aspirepoolsanddesign.com>

Amanda –

I received the final payment of \$500.00 from Trevor on March 23, 2022. Everything is now paid in full.

Mandey Kuyper

801-916-8799

EXHIBIT 7

sender's email: wdriggs@lawdbd.com

March 19, 2021

James L. Harris
ATTORNEY AT LAW
556 East 2100 South
SLC, UT 84106

Shawn Robinson
SKEEN & ROBINSON
5806 South 900 East
SLC, UT 84121

Re: Arbitration of Lamber v. Aspire Construction

Dear Jim and Shawn,

Here is the arbitration decision in this case.

My total fee is \$900. I presume you will each pay half. Therefore, each of you owes \$450. Please send a check to my attention. The Tax ID # [REDACTED] Please return a copy of this bill with your payment.

Please let me know if you have any further concerns or questions.

Sincerely,

WARREN W. DRIGGS

ARBITRATION DECISION

Joseph Lambert v. Aspire Construction and Trevor Gough

This matter was submitted to binding arbitration, pursuant to contractual agreement between the parties. A video conference hearing was held March 18, 2021. After reading the materials submitted, memoranda in support of the respective positions, testimony at the hearing, and argument of counsel, I make the following findings and decision.

Background

The plaintiff contracted with the defendant to build a pool at his home in March 2018. Construction of the pool was largely uneventful and completed within a reasonably expected timeframe in the summer of 2018. The pool appeared to be operating correctly for a few months; however, by December 2018 the pool heater and circuit board acted up and needed to be repaired or replaced. The plaintiff advised the defendant of the problem in a timely manner and the defendant agreed to repair or otherwise replace the circuit board. Unfortunately, the defendant was slow to fix it and after several attempts to get the defendant back on the site to fix the problem, the plaintiff replaced the circuit board on his own. This fix appeared to do the trick, but then appeared to malfunction again within a few months. After several more attempts to get the defendant to fix the problem, the plaintiff hired another pool service company who ultimately replaced the circuit board a second time. This service company also claimed the original heater had been improperly installed and recommended new venting and ultimately a new heater, which it installed a few months later.

In addition to the foregoing, there was also a leak in the pool which was diagnosed and repaired by separate companies. This leak problem appeared to have been a relatively minor issue, at least in comparison the cost of repair.

The plaintiff sued the defendant for the cost of the circuit boards, venting, leak, and new heater, the total cost of which was \$9,439.

The defendant contends these charges and costs were unreasonable. When it was first contacted about the dysfunctional circuit board, it began calling the company rep which took time. It also argues the circuit board, heater, and all the rest was covered by warranty and would have been repaired or replaced at a fraction of the cost and at no cost to the plaintiff. It insists the heater was installed correctly and that it was unreasonable to replace the entire heater agreed upon, and especially with a more expensive, nicer one. In sum, it argues the plaintiff failed to mitigate his damages and overreached. The plaintiff insists he gave the defendant ample opportunity to fix it and finally gave up and called someone else, refusing to allow the defendant on to his property.

Decision

I sympathize with the plaintiff's frustration. He was simply trying to get his pool operational. I also sympathize with the defendant who was trying to communicate with the rep to ensure the problem was handled in a way that did not void the warranty. I also note the problems arose in the middle of

the winter at a time when the defendant presumably had a scaled back crew and outdoor swimming is uncommon.

I find the plaintiff is entitled to \$1,112 for the reasonable cost to rebuild the heater, circuit board, and leak detection. The parties bear their own fees and costs.

March 20, 2021


WARREN W. DRIGGS

EXHIBIT 8



TRUST ACCOUNT
1250 E 200 S, Suite 3D
Lehi, UT 84043
801-224-1500

Zions Bank
888-307-3411
zionsbank.com

CHECK DATE April 14, 2022

PAY TO THE ORDER OF **UTAH STATE TAX COMMISSION**

\$ ****7,703.45****

SEVEN THOUSAND SEVEN HUNDRED THREE AND 45/100

DOLLARS

UTAH STATE TAX COMMISSION

Void After 90 Days



[Signature]

AUTHORIZED SIGNATURE

MEMO

[Redacted]

[Redacted]

TRUST ACCOUNT [Redacted]

IRS to STATE TAX LIEN

7,703.45

Date: 4/14/2022

NET AMOUNT: 7,703.45

Payee: UTAH STATE TAX COMMISSION

Property: 12075 SOUTH DRAPER RIDGE DRIVE DRAPER UT 84020

Buyer: TREVOR P. GOUGH Seller: Closer: AMBERH FileNo [Redacted] Escrow:

TRUST ACCOUNT [Redacted]

IRS to STATE TAX LIEN

7,703.45

Date: 4/14/2022

NET AMOUNT: 7,703.45

Payee: UTAH STATE TAX COMMISSION

Property: 12075 SOUTH DRAPER RIDGE DRIVE DRAPER UT 84020

Buyer: TREVOR P. GOUGH Seller: Closer: AMBERH [Redacted] :

Details on Back Security Features Included

EXHIBIT 9



TRUST ACCOUNT
1250 E 200 S, Suite 3D
Lehi, UT 84043
801-224-1500

Zions Bank
888-307-3411
zionsbank.com



CHECK DATE April 14, 2022

PAY TO THE ORDER OF **UNITED STATES TREASURY**

\$ ****35,883.78****

THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTY THREE AND 78/100

DOLLARS

UNITED STATES TREASURY



Void After 90 Days

MEMO

AUTHORIZED SIGNATURE



Details on Back. Security Features Included

TRUST ACCOUNT

to FEDERAL TAX LIEN

35,883.78

Date: 4/14/2022

NET AMOUNT: 35,883.78

Payee: UNITED STATES TREASURY

Property: 12075 SOUTH DRAPER RIDGE DRIVE DRAPER UT 84020

Buyer: TREVOR P. GOUGH Seller: Closer: AMBERH FileNo Escrow:

TRUST ACCOUNT

IRS to FEDERAL TAX LIEN

35,883.78

Date: 4/14/2022

NET AMOUNT: 35,883.78

Payee: UNITED STATES TREASURY

Property: 12075 SOUTH DRAPER RIDGE DRIVE DRAPER UT 84020

Buyer: TREVOR P. GOUGH Seller: Closer: AMBERH FileNo Escrow:

