



C. Ryan Nelson (UT-18718)
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Counsel for Plaintiff

**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

TRAVIS THORPE, an individual,

Plaintiff,

vs.

**NATIONWIDE INSURANCE
CLAIM
ADVOCATES, and,
EVOLVE CONSTRUCTION &
RESTORATION INC.,**

Defendants.

PROPOSED JUDGMENT

Case No. 250403191

Judge: *Honorable* Kraig Powell

(Tier 2)

This matter came before the Court on Plaintiff Travis Thorpe's Motion for Default Judgment against Defendants Nationwide Insurance Claim Advocates ("NICA") and Evolve Construction & Restoration Inc. ("Evolve"). Based upon the pleadings, the concurrently entered Findings of Fact and Conclusions of Law, the Default Certificate entered by the Clerk of Court on December 12, 2025, the Affidavit of Attorney Fees of C. Ryan Nelson, and

the remainder of the file and record, and Defendants having failed to appear or otherwise defend in this action, the Court enters Judgment as follows:

ORDER AND JUDGMENT

Based on the default of Defendants and the Findings of Fact and Conclusions of Law entered concurrently herewith, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. **Default judgment against NICA.** JUDGMENT is entered in favor of Plaintiff Travis Thorpe and against Defendant Nationwide Insurance Claim Advocates in the total monetary amount of \$64,137.12, consisting of (a) \$19,379.04 in compensatory damages; (b) \$6,000.00 in statutory damages under the Utah Consumer Sales Practices Act (three violations of Utah Code § 13-11-4(2)(e), (r), and (j) at \$2,000.00 per violation); and (c) \$38,758.08 in punitive damages.
2. **Default judgment against Evolve.** JUDGMENT is entered in favor of Plaintiff Travis Thorpe and against Defendant Evolve Construction & Restoration Inc. in the amount of \$4,000.00 in statutory damages under the Utah Consumer Sales Practices Act (two violations of Utah Code § 13-11-4(2)(b) and (j) at \$2,000.00 per violation).
3. **Declaratory judgment.** The Court declares that: (a) the purported construction contract between Plaintiff and Defendant Evolve Construction & Restoration Inc. is void, unenforceable, and of no legal effect; (b) Plaintiff has no legal obligation to pay the "Liquidated

Damages / Cancellation Fee" of \$10,670.38 demanded by Evolve, or any other amount under the purported contract; (c) Evolve has no legal right to retain or claim any portion of the insurance proceeds wrongfully retained by NICA; and (d) Evolve has no legal right to pursue any claims against Plaintiff based upon the purported contract.

4. **Pre-judgment interest.** Plaintiff is awarded pre-judgment interest on the \$19,379.04 compensatory damages award at the rate provided by Utah Code § 15-1-1(2) from February 17, 2025 (the date of Plaintiff's demand for return of the wrongfully retained proceeds) through the date of entry of this Judgment.
5. **Attorney fees and costs.** Plaintiff is awarded reasonable attorney fees and costs in the amount of \$14,238.88, jointly and severally against Defendants, pursuant to Utah Code § 13-11-19(5).
6. **Post-judgment interest.** Plaintiff is awarded post-judgment interest on the total judgment at the rate provided by Utah Code § 15-1-4 from the date of entry of this Judgment until paid in full.
7. **Final judgment.** This is a final judgment resolving all claims against all parties in this action.

*****SIGNED AND ENTERED BY THE COURT AS SHOWN BY THE
ELECTRONIC SEAL AT THE TOP OF THIS ORDER*****

CERTIFICATE OF SERVICE

I certify that I transmitted a true and correct copy of the foregoing document on May 20, 2026, to:

Nationwide Insurance Claim Advocates
c/o Registered Agents Inc.
7533 South Center View Court, Suite R
West Jordan, Utah 84084
Defendant
Via US Mail

Evolve Construction & Restoration Inc.
c/o Registered Agents Inc.
7533 South Center View Court, Suite R
West Jordan, Utah 84084
Defendant
Via US Mail

DATED | May 20, 2026.

/s/ Kimi Gomez
Kimi Gomez
Paralegal