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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR

UTAH COUNTY, STATE OF UTAH

ASBESTOS ABATEMENT SERVICES, LLC

Plaintiff,

vs.

CASEY CHOI AKA SUN CHOI and
RACHEL CHOI

Defendants.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER ON MOTION
FOR DEFAULT JUDGMENT**

Tier 1

Case No.: 260402091

Honorable Tony F Graf Jr.

1. The matter before the court is Plaintiff, Asbestos Abatement Services, LLC (hereinafter “**AAS**”) Motion for Default Judgment. This matter being resolved by Defendants Casey Choi AKA Sun Choi (“**Casey**”) and Rachel Choi (“**Rachel**”) (collectively, the

“**Defendants**”) default and the pleadings and other papers of the parties. Now, having considered the documents filed with the court, the evidence, and the arguments and now being fully informed:

THE COURT FINDS:

1. Plaintiff Asbestos Abatement Services, LLC is a Utah limited liability company doing business in the State of Utah.
2. Casey and Rachel are husband and wife.
3. The Defendants are residents of Utah County, Utah.
4. On or about May 21, 2025, the Defendants’ home located at 487 E 2100 N, Provo, UT 84604 (the “**Property**”) suffered damages.
5. On or about May 21, 2025, AAS and Casey entered into a Service Agreement (the “**Contract**”) for which AAS agreed to remove asbestos containing material from the Property.
6. The Contract between the parties was executed in the State of Utah.
7. The Property is located in Utah County, Utah.
8. The Contract expressly provides that AAS may recover all fees and costs, including attorney fees, incurred in association with contract enforcement efforts.
9. Similar language is found in Section 4 of the Contract.

10. The Contract further provides that “[i]f any action arises due to a disagreement with the terms of this Agreement; each party agrees that the prevailing party shall receive reasonable attorney’s fees and cost from the non-prevailing party.”
11. Additionally, per the Contract, monthly interest continues to accrue at 1.5% interest per month from the date of default.
12. Under the terms of the Contract, Casey agreed to pay AAS the total value of the work completed, which is \$15,508.02, within 45 days of the completion of work or within 7 days of receipt of payment from their insurance company, State Farm, whichever is earlier.
13. Between May 21, 2025 and May 30, 2025, AAS finished working on the Property.
14. The Contract contemplates that AAS would first send their invoice to Casey’s insurance company, State Farm, who then would issue Casey a check by which to pay AAS.
15. On or about May 30, 2025, a claim was submitted to State Farm, the home insurance provider for the Defendants, for incurred fees in the amount of \$15,508.02.
16. Payment was then due to AAS within 7 days.
17. On or about July 16, 2025, State Farm confirmed that payment for the claim had been sent to the Defendants in the amount of \$15,508.02. Payment which should have been earmarked by the Defendants to pay AAS for their work.
18. Despite receiving the full abatement amount, Casey has consistently misrepresented to AAS that he did not receive the funds from his insurance company, State Farm, to pay AAS.

19. On August 5, 2025, Casey falsely informed AAS that they had not received the payment from State Farm, and directed AAS to speak with his adjuster.
20. Between August 5, 2025 and October 1, 2025, back and forth discussions were held between Casey, State Farm, and AAS regarding the insurance check that Casey falsely claimed he had not received.
21. Between October 1 – 6, 2025, State Farm again indicated to AAS (through multiple correspondences) that “we issued payment to [Casey] for the \$15,508.02 full abatement amount on June 27, 2025” and that “the issue has been cleared up with the insured. The insured has the payment, feel free to reach out to the insured for the payment.”
22. After thorough investigation it was affirmed that State Farm issued payment to Casey in the amount of \$15,508.02, and that the check has been cleared.
23. Despite the firm assurances of State Farm, Casey continued to misrepresent that he had not received payment.
24. AAS attempted to work with Casey in good faith to coordinate with State Farm.
25. AAS was clear that, despite the issues Casey alleged to have with obtaining payment from State Farm, Casey was still contractually obligated to pay the outstanding balance.
26. Demand has been made for payment, and no payment has been received by AAS.

2. **THE COURT CONCLUDES:**

3. **Venue and Jurisdiction**

- 27. This Court has jurisdiction of AAS' claims for relief pursuant to Utah Code § 78A-5-102.
- 28. Venue in this Court is proper pursuant to Utah Code § 78B-3a-201.
- 29. The Contract is enforceable against Casey.

4. **Breach of Contract**

- 30. AAS has fulfilled its obligations by performing the services required pursuant to the Agreement.
- 31. Notwithstanding this performance, payment in full for the services rendered has not been received.
- 32. Even *if* Casey were still waiting on funds from State Farm, Casey is still contractually obligated to pay the outstanding balance to AAS under the terms of the Agreement.
- 33. Casey's responsibility to pay the outstanding balance on the Contract is not dependent on whether or not State Farm issued a check.
- 34. WHEREFORE, this Court CONCLUDES that Casey is in Breach of Contract and liable to AAS for the unpaid balance due under the Contract, plus pre-judgment interest, attorney fees and costs, along with post judgment interest at the statutory rate.

5. **Breach of Covenant of Good Faith and Fair Dealing**

- 35. AAS and Casey entered into a binding Contract.
- 36. AAS performed its obligations under the Contract by completing the required work.
- 37. The implied covenant of good faith and fair dealing is inherent in every contract.

38. The covenant prohibits the parties from intentionally injuring the other party's right to receive the benefits of the contract.
39. In this case, AAS completed the work they were contracted to complete.
40. AAS invoiced for the work it performed.
41. After multiple demands for payment, Casey has refused to pay and has failed to perform his contractual obligations.
42. AAS has been injured by Casey's intentional failure to pay, preventing AAS from receiving their benefit under the Agreement.
43. WHEREFORE, this Court CONCLUDES that Casey is in Breach of the Covenant of Good Faith and Fair Dealing, and Casey is liable to AAS for the unpaid balance due under the Contract, plus pre-judgment interest, attorney fees and costs, along with post judgment interest at the statutory rate.

6. **Unjust Enrichment – as an alternative cause of action**

44. AAS performed work on the Defendant's Property with the reasonable expectation that AAS would be paid for such work.
45. Defendants have each benefited from, and have an appreciation for, the services performed and received.
46. Defendants have each benefited from, and have an appreciation for, the \$15,508.02 that they obtained from State Farm and have refused to pay to AAS accordingly.
47. AAS is entitled to receive the value for the services rendered in the sum of \$15,508.02, plus allowable late fees, attorney fees and costs.

48. Defendants have failed to make payment on the outstanding balance for services.

49. Should Defendants not be required to pay for services rendered, Defendants will be unjustly enriched having received the benefit of the work performed without having to pay for it and AAS will have incurred detriment by AAS providing the services for Defendants' benefit without Defendants being required to compensate for the work.

50. However, unjust enrichment is an avenue for relief when a party is unable to seek relief pursuant to an existing contract.

51. As this Court has Concluded that Casey is in Breach of Contract, and AAS may seek relief against Casey pursuant to the Contract, this alternative cause of action of Unjust Enrichment will not be granted at this time against Casey.

52. However, as there is no contractual relationship between AAS and Rachel, this Court CONCLUDES that Rachel has been unjustly enriched and is liable to AAS under an unjust enrichment cause of action.

7. Attorney Fees

53. AAS is entitled to recover all fees and costs, including attorney fees, incurred in association with their contract enforcement efforts.

54. AAS has provided an Affidavit of fees and costs incurred to date in this matter. Upon review, this Court concludes that the total fees and costs requested support the expense and effort undertaken in this matter and are reasonable and appropriate.

8. WHEREFORE, THIS COURT ORDERS:

9. ***Defendant Casey Choi AKA Sun Choi***

A. Default Judgment shall be DENIED against Casey at this time on Plaintiff's UNJUST ENRICHMENT claim as Plaintiff is able to recover on the Contract.

B. Default Judgment shall be GRANTED against Casey on BOTH the (1) BREACH OF CONTRACT and (2) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING claims.

C. AAS shall recover from Casey: (a) the amount of the unpaid balance due under the Contract, in the amount of \$15,508.02, (b) plus additional pre-judgment interest at the rate of 1.5% per month on the unpaid balance, (c) attorney fees and costs according to the terms of the Contract and AAS' supporting Affidavit, (d) along with post judgment interest at the statutory rate, and (e) post-judgment attorney fees and costs incurred.

Invoice	\$15,508.02
Pre-Judgment Interest	\$3,033.59
Attorney Fees	\$4,424.50
Attorney Costs	\$582.86

D. Thus, Casey is ordered to pay AAS no less than \$ 23,548.97, along with post-judgment fees, costs, and interest.

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15. *Defendant Rachel Choi*

E. Default Judgment shall be GRANTED against Rachel on the UNJUST ENRICHMENT claim.

F. AAS may be permitted to recover against Rachel the same balance set forth above in paragraphs C and D in an amount no less than \$23,548.97.

*****ORDERED BY THE COURT AS DESIGNATED BY THE COURT STAMP AT THE TOP OF THIS DOCUMENT*****