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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

MCNEIL GROUP, INC., DBA MCNEIL ENGINEERING, Plaintiff, vs. TED GURULE, LINDA GURULE and GURULE PROPERTIES, LLC, Defendants.	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER ON MOTION FOR DEFAULT JUDGMENT Case No.: 259930389 Honorable James Blanch
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The matter before the court is Plaintiff's, McNeil Group, Inc., DBA McNeil Engineering ("McNeil") Motion for Default Judgment. This matter being resolved by the default of Ted Gurule ("Ted"), Linda Gurule ("Linda"), and Gurule Properties, LLC's (the "LLC") (collectively referred to herein as "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:

PARTIES, JURISDICTION, AND VENUE

1. 1. McNeil is a Utah LLC doing business in the State of Utah.
2. 2. Ted is a resident of Salt Lake County, Utah.
3. 3. Linda is a resident of Salt Lake County, Utah.
4. 4. Gurule Properties, LLC, is a Utah domestic limited liability company registered to do business in the state of Utah.
5. 5. On or about May 10, 2024, the parties entered into a Professional Services Agreement (the “**Contract**”) for which McNeil agreed to complete a Boundary Survey and Lot Line Adjustment (the “**Survey**”) for the properties located at 460 W Century Drive, Murray, Utah 84123 and 480 W Century Drive, Murray, Utah 84123 (the “**Subject Property**”).
6. 6. The property located at 460 W Century Drive, Murray, Utah 84123 is owned by Calvary Salt Lake, a Utah Nonprofit Company.
7. 7. The property located at 480 W Century Drive, Murray, Utah 84123 is owned by Gurule Properties, LLC.
8. 8. The Contract between the parties was executed in the State of Utah.
9. 9. The Subject Property is located in Salt Lake County, Utah.
10. 10. The Contract expressly provides, see Article 1.3 of its Terms and Condition, that “all expenses incurred by [McNeil] in enforcing this agreement, or in

obtaining liens, judgments, or collecting any delinquent amounts due, including reasonable attorney fees, shall be recoverable from Client.”

HISTORY OF THE BUSINESS ENTITY NAMED GURULE PROPERTIES

First Entity - Gurule Properties Incorporated – 5968391-0142

1. 11. Gurule Properties Incorporated filed its articles of incorporation on July 28, 2005. Entity Number – 5968391-0142.

2. 12. At the time, the key parties included Darrel Bostwick (Registered Agent), Ted Gurule (Incorporator, Officer, and Director), Linda Gurule (Officer and Director), and Jennifer Gurule (Director).

3. 13. The principal address, along with the address for Ted, Linda, and Jennifer Gurule, was listed as 1905 W. 4700 S #117, Salt Lake City, Utah 84118.

4. 14. Gurule Properties, Inc. was Administratively Dissolved in late 2010.

Second Entity - Gurule Properties Inc. – 9248814-0142

1. 15. Gurule Properties, Inc. filed its articles of incorporation on December 12, 2014. Entity number 9248814-0142.

2. 16. Linda L. Gurule is the named incorporator.

3. 17. The initial principal office and address of the incorporator was located at 480 W. Century Drive, Murray, Utah 84123.

4. 18. On November 10, 2015, Linda Gurule, showing an address at 4875 South 4620 West, Kearns, Utah 84118, was named as Director and President.

5. 19. Gurule Properties Inc. was involuntarily dissolved on March 24, 2021.

6. 20. On February 16, 2022, an Application for Reinstatement was filed.

7. 21. On the application, Linda Gurule is listed as the Registered Agent as well as an Officer and Director.

8. 22. Shortly after, Linda Gurule was replaced with Tammy Lasman as registered agent. Tammy Lasman was also named President and Treasurer.

Third Entity - Gurule Properties, LLC – 9248814-0160

1. 23. On March 16, 2022, Gurule Properties, Inc. was converted to Gurule Properties, LLC with a principal office address of 1935 W. 4700 SO. #117, Taylorsville, UT 84129. Entity number# 9248814-0160.

2. 24. The then registered agent of Gurule Properties, LLC was Tammy Lasman.

3. 25. Tammy Lasman is furthermore listed as a Member of the LLC.

4. 26. On the Certificate of Organization, the duration of the LLC is “perpetual.”

5. 27. At an unknown date the LLC was administratively dissolved.

6. 28. On June 11, 2024, Linda Gurule (misspelled “Gueule” on paperwork) filed to reinstate the LLC and replaced Tammy Lasman as Registered Agent and Manager. The registered agent address was updated to 4785 South 4620 West, Salt Lake City, Utah 84118, however the principal location remained at the Taylorsville

location.

7. 29. The LLC is currently viewed as inactive due to failure to timely renew. Nevertheless, the LLC was active at the time of the Contract at issue and still owns the property located at 480 W Century Drive, Murray, Utah 84123.

PROPERTY OWNERSHIP

1. 30. The Property located at 4785 South 4620 West, Salt Lake City, Utah 84118, parcel# 21-07-129-005-0000, is located in Salt Lake County and owned by “Linda Lee Gurule Rev Liv TR Gurule, LIND”.

2. 31. The Property located at 1935 W. 4700 So. #117 Taylorsville UT 84129, parcel#21101260380000, is located in Salt Lake County and owned by SUSO 1 Madison LP.

3. 32. Th property located at 460 W Century Drive, Murray, Utah 84123 is located in Salt Lake County and owned by Calvary Salt Lake, a Utah Nonprofit Company.

4. 33. The property located at 480 W Century Drive, Murray, Utah 84123, parcel#21-01-177-009-0000, is located in Salt Lake County and owned by Gurule Properties, LLC.

5. 34. The property located at 3058 W 13680 S Riverton, UT 84065, parcel # 33-04-156-015-0000, is located in Salt Lake County and owned by Gurule Properties, LLC. It is listed as a “Single Family Residence.”

6. 35. Ted and Linda have used the name of Gurule Properties for several

different types of business entities in all of which Ted Gurule and Linda Gurule maintain an ownership interest.

7. 36. Ted and Linda do not follow business entity formalities in the management of these entities.

8. 37. Ted and Linda have frequently allowed the State of Utah administrative status of the various Gurule Properties entities to expire or to be administratively dissolved.

9. 38. The LLC currently owns a property that is the residence of Ted and Linda.

10. 39. There is a unity of interest between Gurule Properties, LLC, Ted, and Linda

Breach of Contract

1. 40. This cause of action is alleged against all three Defendants.

2. 41. On or about May 10, 2024, the Contract was signed by McNeil and Ted Gurule.

3. 42. The agreed upon cost of the Contract was \$4,800.00.

4. 43. McNeil completed the work they were contracted for.

5. 44. On or around July 3, 2024, McNeil invoiced Defendants for \$4,800.00.

6. 45. The Contract indicates that payments are due upon receipt of invoice. If an account is overdue, interest will be charged at “1.5% per month on invoice

amounts due and not paid within thirty (30) days of date of invoice.”

7. 46. Defendants failed to make payments.

8. 47. As of July 1, 2026, the total outstanding balance, including late fees and allowable attorney fees and costs, is \$14,752.11.

9. 48. Demand has been made upon Defendants for payment.

10. 49. Despite such demand, Defendants have failed to pay the same.

Breach of Covenant of Good Faith and Fair Dealing

1. 50. This cause of action is alleged against all three Defendants.

2. 51. The parties entered into a contract as discussed herein.

3. 52. McNeil completed the required work under the Contract

4. 53. The implied covenant of good faith and fair dealing is inherent in every contract.

5. 54. The covenant prohibits the parties from intentionally injuring the other party's right to receive the benefits of the contract.

6. 55. McNeil invoiced Defendants for the work it performed.

7. 56. After multiple demands for payment, Defendants have refused to pay.

Quantum Meruit and Unjust Enrichment – as an alternative cause of action

1. 57. This cause of action is alleged against all three Defendants.

2. 58. At the request of Defendants, McNeil performed work for the Defendants with the reasonable expectation that Defendants would pay for such work.

3. 59. As of July 1, 2026, the value for the services rendered for which Defendant has not paid, is the sum of \$4,800, plus allowable fees and costs.

4. 60. Defendants benefited and have an appreciation for the services performed and received.

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

THE COURT CONCLUDES:

1. 62. Defendants have consented to Jurisdiction and Venue in Salt Lake County.

2. 63. This Court has jurisdiction pursuant to Utah Code § 78A-5-102.

3. 64. Venue in this Court is proper pursuant to Utah Code § 78B-3a-201.

4. 65. Gurule Properties, LLC is the alter ego of Ted Gurule and Linda Gurule.

5. 66. Defendants have failed to pay the obligation as required by the Contract and are therefore in breach of the Contract.

6. 67. McNeil performed its obligations under the Contract.

7. 68. Defendants have failed to perform their contractual obligations.

8. 69. Plaintiff has been injured by Defendants' intentional failure to pay, preventing Plaintiff from receiving their benefit under the Contract.

9. 70. Based on the terms of the agreement, Plaintiff is entitled to its costs and attorney fees for having to bring this present lawsuit.

Attorney Fees

1. 71. McNeil has provided an Affidavit of fees and costs incurred to date in this matter. The total fees and costs support the expense and effort undertaken in this matter and are reasonable and appropriate.

Breach of Contract

1. 72. Defendants had a duty under the contract to pay for services rendered. Defendants materially breached their duty, and McNeil has been injured by Defendant's breach. WHEREFORE, this Court CONCLUDES that Defendants are in Breach of Contract and liable to McNeil for the unpaid balance under the Contract, plus allowable fees and costs pursuant to the Contract, and post-judgment attorney fees and interest.

Quantum Meruit/Unjust Enrichment

1. 73. McNeil is entitled to receive the value for the services rendered.
2. 74. Defendants have benefited and have an appreciation for the services performed and received.
3. 75. Should the Defendants not be required to pay for services rendered, Defendants would be unjustly enriched as they have received the benefit of the work on the Subject Property without having to pay McNeil for their services.
4. 76. However, unjust enrichment is an avenue for relief when a party is unable to seek relief pursuant to an existing contract.
5. 77. As Defendants are found to be in Breach of Contract, and McNeil

may seek relief against Defendants pursuant to the contract, this alternative cause of action of Unjust Enrichment should not be granted at this time against Defendants.

THE COURT ORDERS:

Breach of Contract

- A. A. Default Judgment shall be entered against Defendants on the Breach of Contract claim.
- B. B. McNeil shall recover from Defendants: (a) the amount of the unpaid balance due under the Invoice, in the amount of \$4,800.00, (b) plus additional pre-judgment interest at the rate of 1.5% per month on invoice amounts due, (c) attorney fees and costs according to the terms of their agreement and supporting affidavits, (d) along with post judgment (1) interest at the statutory rate (1.5% per month) and (2) attorney fees and costs.
- C. C. Thus, Defendants are ordered to pay McNeil no less than \$14,752.11, along with post-judgment fees, costs, and interest.

Invoice	\$4,800.00
Pre-Judgment Interest	\$1,581.21
Attorney Fees	\$8,084.17
Attorney Costs	\$286.73
TOTAL	\$14,752.11

- D. This judgment may be augmented to include after accruing costs expended in the

collection of said judgment subject to court approval.

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