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Attorneys for State of Utah

In the Third Judicial District Court, Salt Lake Department
Salt Lake County, State of Utah

State of Utah,

Plaintiff,

v.

Trevor Alfred Lee,

DOB: [REDACTED],

[REDACTED],

[REDACTED]

Defendant.

Information
(Summons)

AGO No. 6706355

Case No.

Judge:

The undersigned, Sergeant Gregory Smith, of the Attorney General's Office, states on information and belief that the defendant, **TREVOR ALFRED LEE**, either directly or as a party, committed the crimes set forth below:

COUNT 1: COMMUNICATIONS FRAUD - VALUE >= \$5000, a Second Degree Felony, in violation of Utah Code Ann. § 76-6-525(2)+(3d), as follows: That on or about but before August 25, 2025, in Salt Lake County, State of Utah, the defendant, **TREVOR ALFRED LEE**, either directly or as a party:

devised any scheme or artifice to defraud another or to obtain from another money, property, or anything of value by means of false or fraudulent pretenses, representations, promises, or material omissions, and who communicated directly or indirectly with any person by any means for the purpose of executing or concealing the scheme or artifice; and the value of the property, money or thing obtained or sought to be obtained was more than \$5000.

To wit: Communicated with Blue Logic to create an offer letter for a job that did not exist and shared the offer letter electronically with his loan application to provide proof of income to the lending company facilitating his mortgage application.

COUNT 2: MORTGAGE FRAUD - VALUE >= \$5000, a Second Degree Felony, in violation of Utah Code Ann. § 76-6-1203(2)+(3AIII), as follows: That on or about but before August 25, 2025, in Salt Lake County, State of Utah, the defendant, **TREVOR ALFRED LEE**, either directly or as a party:

with the intent to defraud:

- (a) knowingly made any material misstatement, misrepresentation, or omission during the mortgage lending process, intending that it be relied upon by a mortgage lender, borrower, or any other party to the mortgage lending process.

To wit: Forged a material misstatement of employment income on a mortgage application document he signed and submitted to the mortgage lender.

COUNT 3: FORGERY, a Third Degree Felony, in violation of Utah Code Ann. § 76-6-501(2), as follows: That on or about but before August 25, 2025, in Salt Lake County, State of Utah, the defendant, **TREVOR ALFRED LEE**, either directly or as a party:

with purpose to defraud anyone, or with knowledge that the actor is facilitating a fraud to be perpetrated by anyone, the actor:

- (a) altered any writing of another person without the person's authority or utters the altered writing; or
- (b) made, completed, executed, authenticated, issued, transferred, published, or uttered any writing so that the writing or the making, completion, execution, authentication, issuance, transference, publication, or utterance:
 - (i) purported to be the act of another person, whether the person is existent or nonexistent;
 - (ii) purported to be an act on behalf of another party with the authority of that other party; or
 - (iii) purported to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to be a copy of an original when an original did not exist.

To wit: Created a false Eneville employment contract and forged Trent Spafford's signature.

COUNT 4: POSSESS FORGERY WRITING/DEVICE, a Third Degree Felony, in violation of Utah Code Ann. § 76-6-502(2), as follows: That on or about but before August 25, 2025, in Salt Lake County, State of Utah, the defendant, **TREVOR ALFRED LEE**, either directly or as a party:

with intent to defraud, knowingly possessed a writing that is a forgery under Section 76-6-501 or 76-6-501.5, or with intent to defraud knowingly possessed a device for making a writing that is a forgery under Section 76-6-501 or 76-6-501.5.

To wit: Possessed the forged employment contract referenced in Count 3.

This INFORMATION is based on evidence obtained from Attorney General's Office Case Report AG 2026-219, and various witnesses including Sergeant Gregory Smith.

DECLARATION OF PROBABLE CAUSE

1. The Declarant, Special Agent Gregory Smith of the Utah Attorney General's Office, states and declares as follows:
2. I am a Special Agent for the Utah Office of the Attorney General, Special Investigations/Public Corruption Unit. I have been a certified law enforcement officer for 16 years and a criminal investigator for approximately 6 years, with experience in fraud and violent crimes investigations.
3. On April 28, 2026, I was assigned a case regarding allegations of public corruption involving State of Utah Representative Trevor Alfred Lee. I was provided with two videos and screenshots of conversations relating to a prior check-fraud incident.
4. In one video, Trent Spafford, CEO of Enevive, stated that Lee had requested cash advances totaling \$93,000 to show increased income to assist in purchasing his home, and that Lee said he would make Spafford "whole" by securing Spafford's company a government contract with Hill Air Force Base.
5. On May 5, 2026, I interviewed Spafford. He stated that Lee sought the advance to show the bank financing his new home that he earned \$160,000 a year long enough to close.
6. On June 12, 2026, I served a subpoena on Kind Lending for the documents relating to Lee's home loan. The documents were provided on July 1, 2026.
7. One of the documents was a loan application e-signed by Trevor Lee on November 5, 2025.
8. On page 1 of 9, Lee indicated he was the Sales Director of Blue Logic with a monthly salary of \$15,833.00.
9. On page 2 of 9, Lee indicated he worked for Enevive from July 15, 2024, through October 9, 2025, for a monthly salary of \$13,761.00.
10. The documents included an Enevive Employment Agreement and Offer Letter stating a salary of \$168,000.00 per year, dated July 12, 2024.
11. The documents also included a Blue Logic offer letter stating a salary of \$190,000.00 per year and representing that Lee was engaged in full-time employment with Blue Logic and in the process of employment integration.
12. I followed up with Blue Logic. Chris Watson stated that Blue Logic had made Lee an offer that Lee never accepted, that Lee asked for the letter to help obtain a home loan, that Lee was a contract employee rather than a full-time employee, and that the letter was prepared to help Lee as a friend and was not accurate.
13. On August 3, 2026, Spafford reviewed the Enevive employment contract from the loan documents and said it was fraudulent and that his signature was forged.

14. On August 11, 2026, I contacted Lee, who agreed to meet. He requested to meet in his office at the Utah State Capitol.
15. On August 12, 2026, I met with Lee and Special Agent M. Jordan in Lee's office at the State Capitol. The interview was audio recorded.
16. Early in the interview, Lee said the employment contract was legitimate and signed by Spafford, and that the Blue Logic letter had been obtained after he closed on the house.
17. Later in the interview, Lee confirmed the Enevive employment contract was not signed by Spafford and that he had signed it.
18. Lee also confirmed that he knew Blue Logic could not afford to pay him the salary he stated on his loan application.
19. The loan file confirms the subject transaction is a conventional loan in the amount of \$1,000,000.00. The loan was structured as a refinance returning cash to Lee, with cash to the borrower of \$317,190.99.
20. Within the loan file is a Uniform Residential Loan Application listing Lee's previous employer as Enevive, position Sales Rep, with a start date of 07/15/2024, end date of 10/09/2025. On that application Lee reported gross monthly base income from Enevive of \$13,761.00, for total monthly income of \$13,761.00 — approximately \$165,000 per year.
21. The same application separately listed Lee Financial Services, with Lee as Wealth Manager, and monthly income of \$0.
22. The Enevive income Lee reported is contradicted by the Enevive wage records in the loan file. Lee's 2024 W-2 transcript from Enevive LLC shows total wages of \$55,634.59 for the year. That figure is a fraction of the roughly \$165,000 annual Enevive income Lee represented on the application, and is inconsistent with the \$13,761.00 monthly Enevive figure on the e-signed application.
23. The stated Enevive income also closely matches the salary recited in the Enevive Employment Agreement and Offer Letter — \$168,000.00 per year — the document Spafford confirmed was fraudulent and bearing a forged signature.
24. The loan file establishes that Lee formally certified the accuracy of the information he submitted. Lee's Borrower's Certification and Authorization, dated August 21, 2025, certifies that "all of the information is true and complete," that he "made no misrepresentations in the loan application or other documents," and that he did not "omit any pertinent information." Lee signed that certification.
25. In the same certification, Lee acknowledged that it is a federal crime "punishable by fine

or imprisonment, or both, to knowingly make any false statements when applying for a mortgage."

26. The loan file further establishes Lee's knowledge of the illegality of false income statements. Lee signed the FBI Mortgage Fraud Warning on August 21, 2025, acknowledging receipt. The warning states that it is illegal to make any false statement regarding income for the purpose of influencing the action of a financial institution.

27. During my investigation, comparison of the signature purporting to be Spafford's on the Eneive contract with two known samples — Spafford's Utah driver license and a court document — showed the signatures did not match.

28. Lee admitted during his interview that he personally forged Spafford's signature on the Eneive contract in order to obtain the loan.

29. Blue Logic's owners, Jared Bayless and Chris Watson, confirmed Lee was only a 1099 contract employee and that the offer and verification letters were provided to help Lee obtain a home loan with no intention of following through.

30. Lee admitted that the Blue Logic offer letter was used to help show W-2 income and that he knew Blue Logic would never be able to pay the \$190,000 salary stated in the offer.

31. Based on the loan file and the interviews described above, Lee submitted to Kind Lending, through the mortgage lending process, employment and income documents he knew to be false — including a forged Eneive employment contract, an inflated Eneive income figure contradicted by his own W-2, and a Blue Logic offer letter he knew did not reflect genuine employment or payable income — in order to obtain a \$1,000,000 loan.

CHARGES:

Count 1 — Communications Fraud, Utah Code § 76-6-525(2) + (3d) (Second Degree Felony)

On or around, but before, August 25, 2025, in the State of Utah, Lee devised a scheme to obtain a \$1,000,000 home loan by false pretenses. To execute it, he communicated fraudulent documents to Kind Lending through the mortgage process — a forged Eneive employment contract, a loan application overstating his Eneive income, and a Blue Logic offer letter he knew misrepresented his employment. He e-signed and submitted the loan application on 11/05/2025 and executed the certification of accuracy. The value sought exceeds \$5,000.

Count 2 — Mortgage Fraud, Utah Code § 76-6-1203 (Second Degree Felony)

On or around, but before, August 25, 2025, in the State of Utah, During the mortgage lending process for Kind Lending Loan # [REDACTED], Lee made and used material misrepresentations of his employment and income. He submitted a forged Eneive employment contract reciting a \$168,000 salary and reported Eneive income of \$14,000 per month — income his own 2024 Eneive W-2 of \$55,634.59 shows he was not earning. He submitted a Blue Logic offer letter he admitted did not reflect payable income. Lee certified the information

was true and complete and that he made no misrepresentations. The misrepresentations were made to obtain a \$1,000,000 loan, placing the value well above the \$5,000 second-degree-felony threshold.

Count 3 — Forgery, Utah Code § 76-6-501 (Third Degree Felony)

On or around, but before, August 25, 2025, in the State of Utah, Lee, with intent to defraud Kind Lending, created an Enevive employment contract and forged Trent Spafford's signature so the document purported to be Spafford's. Spafford confirmed the document was fraudulent and his signature forged, the signature did not match two known samples, and Lee admitted the forgery.

Count 4 — Possession of a Forged Writing, §76-6-502 (Third Degree Felony)

On or around, but before, August 25, 2025, in the State of Utah, Lee then knowingly possessed and submitted that forged writing, referred to in count 3, in the loan file to obtain the loan.

Pursuant to Utah Code Ann. 78B-18a-106 (2018): I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on September 28, 2026.

/s/ Gregory Smith

Gregory Smith, Sergeant

Declarant

Electronically signed with permission from Gregory Smith on September 28, 2026, at 1:38 pm.

Authorized for presentment and filing,
DATED: September 28, 2026.

Derek Brown
Utah Attorney General

/s/ Stewart M. Young

Stewart M. Young

Criminal Deputy Attorney General

Bruce L. Pickett

Assistant Attorney General