

DEREK E. BROWN
UTAH ATTORNEY GENERAL
Douglas Crapo (14620)
Stevenson C. Smith (18546)
Alexandra D. Butler (19238)
Assistant Attorneys General
160 East 300 South, Fifth Floor
Salt Lake City, UT 84114
(801) 366-0310
crapo@agutah.gov
scsmith@agutah.gov
alexandrabutler@agutah.gov

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Attorneys for Plaintiff Utah Division of Consumer Protection

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

**UTAH DIVISION OF CONSUMER
PROTECTION,**

Plaintiff,

v.

CONNECTIONZ ACQUISITION, LLC
(dba Action Plumbing, Heating, Air &
Electric; Action Plumbing & Heating; Action
Electric; Action Man Rooter; AAA-Action
Rooter; Connectionz Plumbing; Connectionz
Plumbing Heating and Air LLC; 24 Hour
Rooter Connectionz Plumbing & Drain
Cleaning; 24 HR Rooter Connectionz; 24
Hour Rooterman; and ReScope Drain Aid);
CONNECTIONZ FUNNEL, LLC;
BEN RICH JORDAN;
MATTHEW JORDAN;
ALEXANDER TORRES; and
THERON LEANY

Defendants.

**COMPLAINT
AND JURY DEMAND**

Case No.

Judge:

Tier 3

COMPLAINT

The Utah Division of Consumer Protection (the “Division”), acting through Attorney General Derek E. Brown, brings this action against Connectionz Acquisition, LLC and Connectionz Funnel, LLC, d/b/a Action Plumbing, Heating, Air & Electric and other names (collectively, “Action”), and individuals Ben Rich Jordan, Matthew Jordan, Alexander Torres, and Theron Leany (collectively, “Individual Defendants”) for violations of the Utah Consumer Sales Practices Act (CSPA), Utah Code §§ 13-11-1 through -23, and the Utah Telephone Fraud Prevention Act (TFPA), *id.* §§ 13-26-1 through -12.

INTRODUCTION

1. Over at least the past five years, Defendants have engaged in a pattern of illegal, deceptive, and unconscionable sales practices targeted at unsuspecting consumers and elderly adults.

2. Through a network of different fictitious business names and websites (some not registered with the State), Action offers plumbing, electrical, and HVAC services to consumers throughout Utah.

3. Action prioritizes sales over high-quality trade work, and its business operations rely on a recklessly leveraged practice of hiring untrained apprentices and unlicensed laborers to provide nearly all of the company’s electrical, plumbing, and HVAC services.

4. This reckless business model has allowed Action to explode its presence in the state, but it violates Utah’s professional licensing and construction-trades laws and rules. On the same date as the filing of this Complaint, the Utah Division of Professional Licensing (“DOPL”) has instituted a Notice of Agency Action for a Verified Petition seeking full revocation of

Action’s contractor license, the licenses of Defendants Ben Rich Jordan and Alexander Torres, and the licenses of several other Action managers and employees.

5. As of 2024, Action grew to employing over 120 people and generating annual revenue of tens of millions of dollars.

6. Many of Action’s employees, including licensed electricians and plumbers, are compensated exclusively on commission—a compensation structure that rewards high-dollar sales over competent work. Action employees engage in door-to-door sales and unregistered cold calling to generate leads and close deals. And Action’s management trains its employees to “upsell” services to consumers and close “100%” of their deals.

7. In turn, Action employees use aggressive sales tactics, fearmongering, and false, misleading, and deceptive communications to convince homeowners to purchase increasingly expensive and unnecessary services.

8. They tell consumers that extremely expensive electrical, plumbing, or HVAC services are necessary for the functioning of their homes—or even the safety of their children. A consumer with a perfectly functioning furnace is told that it needs to be replaced for tens of thousands of dollars. A homeowner with an electrical panel that needs only an inexpensive switch replacement is told that the entire unit must be upgraded or their house will catch fire.

9. To push deals even more, Action represents to consumers that its prices are the “fairest” in town, guaranteed to be better than those of its competitors.

10. In truth, Action’s prices far exceed other plumbers, electricians, and HVAC technicians in the state, often by double, triple, or even more.

11. Action represents to consumers that its tradespeople are licensed, “elite,” and “highly trained and experienced.”

12. In truth, most employees are unlicensed laborers or untrained apprentices.

13. Action promises consumers a “1yr workmanship” and “100% satisfaction” guarantee.

14. In truth, these warranties are rarely, if ever, honored.

15. And Action represents to consumers that its tradespeople provide the “very best and most reliable services” that are “safe,” “hazard-free,” and “up to code.”

16. In truth, Action’s inexperienced and untrained employees often cause serious damage to consumers’ homes—leading to flooding, fire hazards, and more.

17. At their worst, Action employees use these deceptive sales tactics to take advantage of the elderly and adults suffering from dementia. On multiple occasions, Action employees have extracted tens of thousands of dollars from adults with dementia by inducing them to “agree” to an escalating series of plumbing, electrical, or HVAC services that were never needed.

18. One Action employee even had an elderly woman with dementia sign checks—taken from her *but written out by him*—for over \$50,000. The victim did not need the services offered, and she later could not recall ever agreeing to them or signing the checks written out by the employee.

19. Despite the Division and DOPL bringing this last example of elder abuse to Action’s attention *months* ago, the company has never disciplined the employee responsible, and his practices have never been remediated.

20. Indeed, the Individual Defendants, all managers and owners of the company, have directly and indirectly facilitated their employees' deceptive sales practices—gladly accepting the millions of dollars in revenue generated for their business.

21. To maximize their own earnings, the Individual Defendants chose to take no measures to stop or prevent further deceptive and unconscionable sales practices.

22. Defendants have violated the CSPA and the TFPA.

23. The Division brings this case to protect consumers and the public of Utah by (1) seeking a declaratory judgment that Defendants' conduct violates the CSPA and TFPA, (2) permanently enjoining Defendants from committing further violations, and (3) recovering actual damages on behalf of consumers and substantial civil fines and penalties for each instance of Defendants' violative conduct.

PARTIES

24. The Division of Consumer Protection is a state agency within the Utah Department of Commerce. The Division enforces consumer protection laws in Utah, including the CSPA, which prohibits deceptive acts and practices in connection with consumer transactions, and the TFPA, which prohibits deceptive practices in connection with telephone solicitations. *Id.* §§ 13-2-1(2), 13-11-17, 13-26-8.

25. Connectionz Acquisition, LLC ("Connectionz") is a domestic limited liability company registered in the State of Utah.

26. Connectionz' registered principal place of business is 825 South Gladiola Street, Salt Lake City, Utah 84104.

27. Connectionz obtained a license from DOPL to practice as a contractor under the Utah Construction Trades Licensing Act, *id.* §§ 58-55-301 through -312, on or about December 3, 2015 (Utah License No. 9603990-5501).

28. Connectionz' license with DOPL has been sanctioned on five separate occasions.

29. On January 26, 2021, Connectionz was cited for aiding the unlicensed practice of trade work. (DOPL Citation No. 43385.) Connectionz was assessed a fine of \$800.

30. On February 20, 2022, Connectionz was cited for aiding the unlicensed practice of trade work. (DOPL Citation No. 47337.) Connectionz was assessed a fine of \$1,600.

31. On March 29, 2023, Connectionz was cited for aiding the unlicensed practice of trade work. (DOPL Citation No. 102552.) Connectionz was assessed a fine of \$1,500.

32. On April 4, 2023, Connectionz was cited for aiding the unlicensed practice of trade work. (DOPL Citation No. 47703.) Connectionz was assessed a fine of \$2,000.

33. On October 5, 2023, Connectionz was cited for failure to obtain a permit. (DOPL Citation No. 47485.) Connectionz was assessed a fine of \$2,000.

34. Connectionz provides plumbing, electrical, and HVAC services through several different fictitious business names and websites, including Action Plumbing, Heating, Air & Electric; 24 Hour Rooter Connectionz Plumbing & Drain Cleaning; Action Electric; 24 HR Rooter Connectionz; Action Man Rooter; 24 Hour Rooterman; Connectionz Plumbing; Action Plumbing; Action Plumbing & Heating; Connectionz Plumbing Heating and Air LLC; AAA-Action Rooter; and ReScope Drain Aid.

35. Action Plumbing, Heating, Air & Electric is the primary assumed name used by Connectionz to offer plumbing, electrical, and HVAC services. However, this name is not

registered with the State as a DBA, licensed with DOPL, or registered with Connectionz' contractor license.

36. Connectionz also maintains an active website and provides plumbing services under the name ReScope Drain Aid. However, this name is not licensed with DOPL or registered with Connectionz' contractor license.

37. The website "www.utahsplumber.com" sends consumers to Connectionz' public-facing website for 24 Hour Rooter Connectionz. But the name "Utah's Plumber" is not registered with the State as a DBA, licensed with DOPL, or registered with Connectionz' contractor license.

38. As a legal entity, Connectionz is owned by a holding company named Connectionz Funnel, LLC ("Connectionz Funnel").

39. Connectionz Funnel's registered principal place of business is 825 South Gladiola Street, Salt Lake City, Utah 84104.

40. Connectionz Funnel is a member-managed company, owned by Defendants Ben Rich Jordan, Alexander Torres, Matthew Jordan, and Theron Leany.

41. These owners all share responsibility for making operations decisions for Connectionz.

42. While Connectionz and Connectionz Funnel are different legal entities, in practice, they act as one. Corporate formalities between the two entities are not followed, corporate records and bank accounts are shared, and all business for both entities is conducted through Connectionz and its various DBAs. As Defendant Ben Jordan represented to the DOPL, their separate legal existence is only for tax purposes.

43. Ben Rich Jordan is an individual who lives at 7702 So. 3300 W., Benjamin, Utah 84660.

44. Together with the other Individual Defendants, Ben Jordan makes all business decisions for Action. At all times material to this Complaint, acting alone or in concert with others, Ben Jordan has formulated, directed, controlled, had the authority to control, or participated in the practices alleged herein.

45. Matthew Jordan is an individual who lives at 7702 So. 3300 W., Benjamin, Utah 84660.

46. Together with the other Individual Defendants, Matthew Jordan makes all business decisions for Action. At all times material to this Complaint, acting alone or in concert with others, Matthew Jordan has formulated, directed, controlled, had the authority to control, or participated in the practices alleged herein.

47. Alexander Torres is an individual who lives at 1466 Kodiak Creek Ct., South Jordan, Utah 84095.

48. Together with all other Individual Defendants, Torres makes all business decisions for Action. At all times material to this Complaint, acting alone or in concert with others, Torres has formulated, directed, controlled, had the authority to control, or participated in the practices alleged herein.

49. Theron Leany is an individual who lives at 3082 W. 7140 So., West Jordan, Utah 84084.

50. Together with all other Individual Defendants, Leany makes all business decisions for Action. At all times material to this Complaint, acting alone or in concert with

others, Leany has formulated, directed, controlled, had the authority to control, or participated in the practices alleged herein.

JURISDICTION AND VENUE

51. This Court has subject matter jurisdiction under Utah Code sections 13-2-6(4) and 78A-5-102(1).

52. Venue is proper under Utah Code section 78B-3a-201(1) because Action resides in Salt Lake County and many of the violations occurred in Salt Lake County.

53. This Court has personal jurisdiction over Defendants because they are domiciled in Utah. This Court also has personal jurisdiction over Defendants under Utah Code sections 78B-3-205(1), (2), and (3) because the claims arise out of Defendants' business transactions within the State and harm to Utah consumers.

54. Damages and civil penalties in this case exceed \$1,000,000, and Tier 3 discovery is appropriate under Utah Rule of Procedure 26(c)(5).

FACTUAL ALLEGATIONS

I. Action has made false and deceptive representations to sell consumers unnecessary services.

55. Over at least the past five years, Action has made false, misleading, and deceptive statements to consumers to increase its sales of electrical, plumbing, and HVAC services.

56. Whether Action's team is called to a home to perform a basic repair or a free system inspection, once Action employees have access to a homeowner's HVAC, electrical, or plumbing systems, they purport to discover a series of escalating concerns.

57. In this manner, across different homeowners,
- a. a call to install a new water heater turned into an attempted sale of a new electrical subpanel;
 - b. a call to repair a furnace turned into an attempted sale of a new electrical panel, service cable, surge protector, and grounding rod;
 - c. a call to restore a partial electrical outage turned into the sale of a new electrical panel, service cable, and home re-wire, and replacement of multiple outlets, switches, and receptacles;
 - d. a call to clear a clogged sewer main turned into an attempted sale of a full sewer main lining;
 - e. a call for a free electrical system inspection turned into the sale of a new electrical panel and service cable replacement;
 - f. a call for an HVAC repair turned into an attempted sale of a new AC system;
 - g. a call to clear a clogged sewer main turned into a full sewer line excavation and repair;
 - h. a call for HVAC, electrical, and plumbing system inspection turned into the sale of a new HVAC system and an attempted sale of a new water heater, water filtration system, and electrical panel;
 - i. a call for a furnace repair and free systems inspections turned into the sale of a new HVAC system, electrical panel, and service cable, and a sewer line excavation and replacement; and
 - j. a call to replace a garbage disposal turned into the sale of a new electrical panel, service cable, outlets, thermostat, furnace, and AC unit.

58. While some of Action's upsold services may have addressed legitimate concerns, in many instances, second opinions have confirmed the quoted services were unnecessary.

59. For example, Action quoted homeowner R.C. \$4,400 to install a new electrical panel accommodating a new switch, which Action asserted was necessary to power the water heater Action had installed. R.C. sought a second opinion, and a second electrician told R.C. that

the electrical panel was not needed, charging him only \$200 to wire a new outlet for the water heater.

60. Action quoted another homeowner, J.C., over \$5,300 to install a new electrical panel and service cable, claiming the old panel was overloaded, already overheating, and could not safely operate the furnace Action had repaired. Action told J.C. the panel was dangerous, sending too much power to the furnace, and an immediate fire hazard. J.C. sought other opinions and was told by multiple electricians that nothing was wrong with the current electrical panel or wiring.

61. Another time, after replacing an electrical panel, Action quoted homeowner J.O. over \$9,000 to repair supposedly burned wires caused by the previous, outdated panel. J.O. sought a second opinion. The other electrician told J.O. there were no signs of burned wiring or other malfunctions and opined that the quoted additional work would be “useless.”

62. And again, Action quoted homeowner S.G. \$8,500 to install a new electrical panel, service cable, and surge protector, which Action claimed were necessary to address an immediate and severe fire risk to S.G.’s home. After replacing the electrical panel, Action quoted S.G. over \$12,000 to repair supposedly damaged wiring and melting cables. Action told S.G. their home was still at a significant fire risk, and additional repairs were needed. S.G. sought another opinion, and a different electrician inspected the home. The other electrician told S.G. everything was fine, there were no melted or damaged cables, all the circuits were adequately grounded, and there was no electrical fire risk.

63. In another instance, Action quoted homeowner B.L. \$8,000 to “jet and line” a sewer main, claiming it was not possible to unclog the drain otherwise. B.L. sought another opinion, and a different plumber snaked and unclogged the sewer line for \$350.

64. Another time, Action quoted new homeowner J.R. \$7,000 for a new electrical panel and service cable, which Action asserted were necessary to remedy a serious and immediate fire risk discovered during a “free” systems inspection. After replacing the electrical panel, Action quoted J.R. an additional \$8,000 to repair lights and outlets that were turning off and on. J.R. sought the opinion of their original home inspector and another electrician, who confirmed the electrical panel replacement had been unnecessary and that the flickering lights and outlets only required replacing a few outlets and a switch. An outdoor light, which Action’s electricians asserted was a major fire hazard based on the buzzing noise it made, turned out to be an insect-killing light bulb and was quiet once it was replaced with a standard bulb.

65. And again, Action’s electricians quoted homeowner H.P. \$13,000 to replace two electrical panels Action claimed were overheating, overloaded, and arcing and to repair a third panel. Action told H.P. the panels were a safety concern and could start a fire burning down their home. H.P. sought a second opinion, and another electrician confirmed the panels were fine, did not need to be replaced or updated, and were not a safety concern. Action’s plumbers also told H.P. the home’s water heater and water softener were more than eleven years old and needed to be replaced. In fact, both systems had been replaced only four years earlier.

66. In yet another instance, Action quoted homeowner J.B. \$11,000 for a new AC unit to replace one Action asserted was beyond repairing and too small to cool J.B.’s home.

J.B. sought another opinion, and a different HVAC repairman inspected the AC unit and fixed it for \$50.

67. In another incident, Action quoted homeowner C.M. over \$3,500 to service and repair a hot water heater that had stopped providing hot water and was leaking. C.M. contacted another plumber, who relit the pilot light and tightened some pipe fittings, restoring hot water services and stopping the leak, free of charge.

68. And again, Action quoted homeowner J.S. over \$10,000 to replace an iron sewer line Action asserted was in extremely poor condition, sunken, and completely rotted away in places. J.S. sought a second opinion. Following a camera inspection, the second plumber advised J.S. that the line was not broken, had no holes, and was not rotted. The second plumber opined that the line did not need to be replaced, only descaled. This assessment was confirmed by a third plumber, who descaled the line and installed a clean-out.

69. In many of these instances, and others still, Action's electricians have told homeowners the supposed electrical problems they quoted expensive repairs for were a fire safety hazard. Action's electricians have gone so far as telling homeowners the fire risk to their home was so immediate that an emergency shutoff was necessary, their home was unlivable, and there was not time to shop for a second opinion. One Action electrician even told homeowner J.R. that he would not be willing to risk his family's safety by staying in a home with the observed electrical concerns. That same electrician told homeowner S.G. he was surprised their home had not already burned down and that, in two out of three calls to address problems like theirs, the home was already on fire. Often, despite Action's foreboding statements of fire risk,

second opinions reveal the quoted work to be unnecessary and the homeowners' electrical systems entirely safe.

70. Through these aggressive fearmongering statements of risk, Action has deceived, or attempted to deceive, homeowners into purchasing unnecessary and expensive electrical services.

71. These deceitful acts have caused material injury to Action's customers, who spend many times the actual cost of the services that would be required to remedy their problems or, in some instances, hundreds to thousands of dollars on wholly unnecessary services.

72. Action employees have demonstrated a pattern of misleading customers to believe the plumbing, electrical, or HVAC work they have quoted is necessary for their systems to function safely. Through this practice of quoting homeowners expensive services to address problems that turn out not to exist, or which can be remedied through much more modest intervention and repair, Action employees inflated the value of their sales and the commissions they receive.

73. This pattern and practice of providing customers with false, misleading, and deceptive work quotes is incentivized by Action's compensation structure and encouraged by the Individual Defendants' emphasis on sales metrics over trade skills.

74. While many customers report complaining to Action about their employees' misleading and aggressive sales tactics and inflated work quotes, Action's owner and qualifier Ben Jordan refuses to take the issue seriously—maintaining to DOPL that Action has “never had an employee . . . knowingly deceive a customer, ever.”

75. The Division has seen no evidence that any of the Defendants have warned or disciplined employees for quoting unnecessary work or misleading customers to believe their systems' condition posed an immediate safety risk. Nor has Action or any Individual Defendant taken any other apparent ameliorative action to curb these practices or make their customers whole.

76. By maintaining incentive structures that reward higher value sales and emphasize sales skills over trade skills, turning a blind eye to customer complaints of misleading and deceptive sales tactics, and failing to take any measures to rectify its employees' unprofessional practices, Defendants have caused or perpetuated these harmful and deceptive sales practices.

II. Action has exploited vulnerable adults by aggressively upselling services to elderly people with dementia.

77. Through its practice of false, misleading, and deceptive sales practices, Action has specifically taken advantage of vulnerable adults on multiple occasions.

A. Homeowner M.T.

78. On or about January 29, 2024, the Division received a complaint from R.B., stating that Action, doing business as Action Plumbing & Heating, had performed unnecessary work for his mother, M.T. The complaint stated M.T. had been diagnosed with dementia in 2023 and had been victimized financially by Action.

79. In 2019, M.T.'s cognitive functioning began to decline significantly, and by June 2023, she was diagnosed with dementia.

80. M.T.'s cognitive decline has been marked by multiple hospitalizations related to episodes of heightened confusion, including in September 2023 and January 2024.

81. M.T.'s impaired cognition has been evident throughout the Division's investigation. When Division investigators met with M.T. at her house, she repeatedly asked them who they were and why they were there—requiring investigators to reintroduce themselves multiple times throughout the meeting.

82. M.T.'s cognitive lapses are also noted in Action's own records. Indication of M.T.'s confusion appears as early as February 2022, when an internal job note from an Action employee stated, "Customer was having a hard time understanding what I was telling her."

83. Notwithstanding this awareness, in the spring of 2023, Action began performing an escalating series of services at M.T.'s home, charging her tens of thousands of dollars for work she cannot recall requesting, does not know the justification for, and has no memory of paying for.

84. For example, in June 2023, Action employee Joel Swensen performed a "full system swap" of M.T.'s HVAC system—installing a new furnace and AC unit for approximately \$17,000. According to Action's records, and as R.B. confirmed, M.T. had purchased a new furnace and AC unit in 2018. Despite these systems being only five years old, Action's internal technician notes asserted the furnace needed to be replaced "because it [wa]s getting old and not working properly."

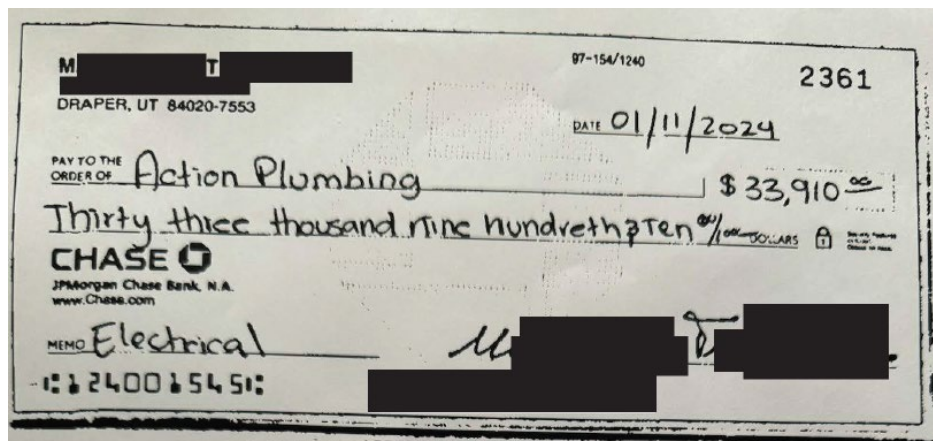
85. Action produced records to the Division of the services, which included photos purportedly of M.T.'s old, dilapidated AC condenser operating next to a red brick wall. M.T.'s home is surfaced in stucco. Division investigators believe the photos Action provided were not of M.T.'s house.

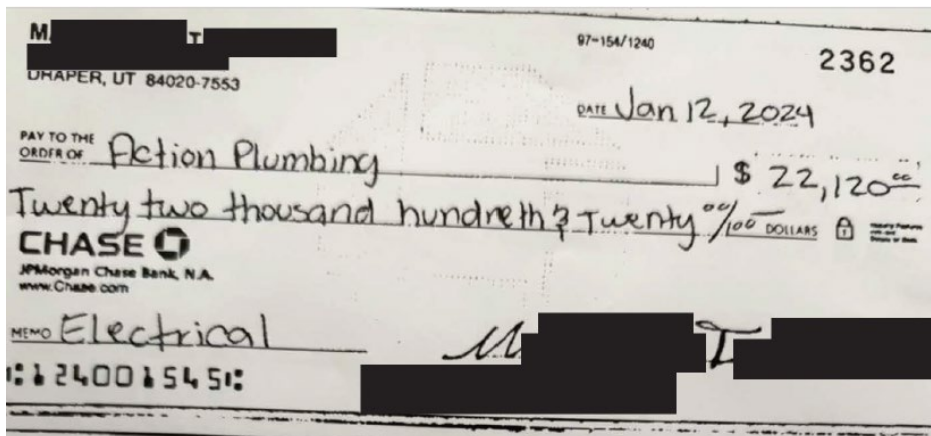
86. When asked about her furnace and AC unit, M.T. was not aware either system had recently been replaced.

87. When Action serviced the newly installed furnace in January 2024, the technician noted, "Customer is elderly and doesn't understand how the thermostat works and thinks the furnace will run 24/7 all day long."

88. In January 2024, R.B. received a call from his mother, stating that men were in her house, and she did not want them there. When R.B. arrived at M.T.'s home, he discovered an Action Plumbing van outside and two men at the home. One was in the basement looking at M.T.'s electrical panel. The other was outside at the main electrical panel, with the panel open and the inside cover removed. R.B. told the men to leave the residence and that his mother has dementia. The men left.

89. R.B. later learned that Action had been at his mother's home to perform over \$56,000 worth of electrical work. Looking at M.T.'s bank account records, R.B. saw two checks had been written to Action Plumbing: one on January 11, 2024, for \$33,910 and one on January 12, 2024, for \$22,120. R.B. obtained copies of the checks and noticed they had been written out by someone other than M.T., although M.T. had signed them.





90. When investigators from DOPL asked about the electrical work, M.T. was not aware she needed any electrical work at her home. She did not remember the checks. When shown the checks, M.T. confirmed that, while they bore her signature, they were not filled out in her handwriting. M.T. has no memory of who filled out the checks and does not recall signing them.

91. Despite requesting documentation from Action, R.B. has received no information about why the work was needed. An Action representative told R.B. they had emailed the documentation to M.T.

92. But, as documented in Action's own customer records, M.T. does not have an email address.

93. Nonetheless, customer records show that on January 11, 2024, Action had invoiced M.T. \$56,030 for installing a new service cable, indoor and outdoor electrical panels, whole home surge protector, and bonding bridge, and replacing 14 switches. Action's invoice shows it received payment of the two above checks: one dated January 11, 2024, for \$33,910 and another dated January 12, 2024, for \$22,120.



825 South Gladiola Street
Salt Lake City, UT 84104
Contractor # 9603990-5501

Invoice 80222944
Invoice Date 1/11/2024
Completed Date
Customer PO
Payment Term Due Upon Receipt
Job Address
M [REDACTED]
Draper, UT 84020 USA

Billing Address
T [REDACTED] M [REDACTED]
Draper, UT 84020 USA

Description of Work

| Task # | Description | Quantity | Your Price | Your Total |
|---------|--|----------|------------|-------------|
| 3432543 | Install/Replace Service cable 150a 220v (up to 20ft) Standard Difficulty | 8.00 | \$1,345.00 | \$10,760.00 |
| Ele100 | Electrical panel upgrade Service | 2.00 | \$6,100.00 | \$12,200.00 |
| Su-098 | Install/Replace Whole home surge protector (primary) | 1.00 | \$1,100.00 | \$1,100.00 |
| PU-01 | upgrading outside panel | 1.00 | \$7,200.00 | \$7,200.00 |
| 11544 | install Grounding Rods for main Electrical Service | 1.00 | \$1,850.00 | \$1,850.00 |
| 55588 | Bonding Bridge | 1.00 | \$800.00 | \$800.00 |
| 657788 | Premium whole home re-device to replace up to 50 devices with Decora type switches, 4 dimmers or fan controls. | 14.00 | \$1,580.00 | \$22,120.00 |

| Paid On | Type | Memo | Amount |
|-----------|----------------------|------|-------------|
| 1/11/2024 | Check (Bank Deposit) | | \$33,910.00 |
| 1/12/2024 | Check (Bank Deposit) | | \$22,120.00 |

| | |
|-------------------|-------------|
| Potential Savings | \$5,603.00 |
| Sub-Total | \$56,030.00 |
| Tax | \$0.00 |
| Total Due | \$56,030.00 |
| Payment | \$56,030.00 |
| Balance Due | \$0.00 |

Thank you for being a valued customer!

94. Action's apprentice electrician Kenneth Maldonado admitted to filling out both checks for M.T. to sign. He recalled that when he asked M.T. to pay for the invoiced electrical work, M.T. could not find her checkbook. Maldonado and another apprentice electrician, Austin Avellar, helped M.T. search for her checks. Upon finding the checks, Maldonado wrote the checks out, and M.T. signed them.

95. Action's records document that Maldonado and Action's apprentice electrician Luciano Ponce changed out two electrical panels and installed two grounding rods on January 11, 2024. Despite having only performed a fraction of the quoted project, Action invoiced the work and attempted to collect payment as though all the listed services were completed.

96. Upon reviewing the work performed at M.T.'s home, another contractor confirmed the only electrical work that had been completed was the installation of two new electrical panels and two grounding rods. The same contractor observed no reason for replacing the service cable and opined that M.T. should not have been charged \$1,580 each for 14 switches, which retail for approximately \$50 apiece.

97. A few days after collecting the second check from M.T., on January 15, 2024, Action's records show a note from "David" acknowledging, "[t]he job is no[t] complete because the owner suffers from dementia[,] and we were taken out of the house."

98. Despite knowing M.T.'s suffers from dementia, Action's records document a completed 3-hour appointment by Maldonado with M.T. noted as "collecting money" on January 23, 2024.

99. When Action attempted to deposit the checks, M.T.'s bank denied them with an alert of insufficient funds because there was not enough cash in M.T.'s account to clear the checks.

100. Maldonado admitted that he returned to M.T.'s home—even after knowing M.T. had dementia and being told to leave by R.B.—to see if he could close the sale with M.T.

101. The next day, on January 24, 2024, Action's records state:



Ashily Grainger said (pinned):

Customer son called in requesting to talk with Ben, since he's saying that we too advantage for a elderly lady, and would like for ben to call himi told him he's not in office much would be happy to but in a request for a manager to call him about the issue since he wouldn't tell me much beside wanting to talk to Ben about the sale attaches that he feels was used on his mother. stating she confused.

1/24/2024 9:29 AM

102. Defendant Ben Jordan acknowledges that he was aware of the allegations against Maldonado. Jordan affirmed that he had spoken with Maldonado's supervisor, Defendant Alexander Torres, and that Action had looked into the allegations. Still, Jordan admitted that at no point has he or Torres issued any disciplinary action for what Maldonado did to M.T.

103. In a letter to the Division, Action denied any accountability for the exploitation of M.T., stating:

Our company's position is that [R.B.] is intentionally and maliciously targeting our ethics as a company to avoid paying the cost of the services rendered. At the present time, [M.T.] owes ACTION Plumbing, Heating & Electric a total of \$56,030 for installing two electrical panels and two ground rods that was completed by our technicians on 02/07/2024.

104. Despite Action's knowledge of its employees' alleged unprofessional conduct regarding M.T., no disciplinary, corrective, or preventative action has been taken.

105. Meanwhile, Action employees continue to exploit vulnerable adults.

B. Homeowner S.Y.

106. Action again exploited an adult with dementia over a period from July to September 2024. This victim was homeowner S.Y.—an elderly woman of 75 who lives with her 64-year-old sister, L.M, who acts as S.Y.'s caregiver.

107. First, on July 22, 2024, Action's records list an "[e]lectrical safety inspection" for S.Y. and note that "[L.M.] (sister[] lives there helps with decisions because [S.Y.] has dementia)."

108. Following this note, there is a comment from Maldonado, stating: "[m]eter inspection. *Hopefully upsell.*" (emphasis added).

109. Action's records show that, over the next month, Maldonado and Ponce, supervised by Action apprentice electrician Brynn Hepworth, installed a new electrical panel, whole home surge protector, service cable, and five outlets for a total cost of \$12,463.60.

110. Despite Action's knowledge of S.Y.'s dementia, the invoice was billed to and signed by S.Y. S.Y.'s sister, L.M., does not remember receiving this invoice from Action or being present at the home when S.Y. signed it.



825 South Gladiola Street
Salt Lake City, UT 84104
Contractor # 9603990-5501

Invoice 86230563
Invoice Date 7/31/2024
Completed Date 8/29/2024
Customer PO
Payment Term Due Upon Receipt

Billing Address
S. Y. [REDACTED]
[REDACTED]
West Jordan, UT 84081 USA

Job Address
S. Y. [REDACTED]
[REDACTED]
West Jordan, UT 84081 USA

Description of work

| Task # | Description | Quantity | Price | Total |
|-----------------------|--|----------|------------|-------------|
| Ele100 | Electrical panel upgrade Service | 1.00 | \$6,100.00 | \$6,100.00 |
| Su-098 | Install/Replace Whole home surge protector (primary) | 1.00 | \$980.00 | \$980.00 |
| 3432543 | Install/Replace Service cable 150a 220v (up to 20ft) Standard Difficulty | 3.00 | \$1,210.50 | \$3,631.50 |
| gfcci0 | Install/Replace GFCI Outlet | 5.00 | \$350.42 | \$1,752.10 |
| Member Savings | | | | \$1,384.87 |
| Sub-Total | | | | \$12,463.60 |
| Tax | | | | \$0.00 |
| Total Due | | | | \$12,463.60 |
| Payment | | | | \$0.00 |
| Balance Due | | | | \$12,463.60 |

Thank you for being a valued customer!

I, the undersigned, am owner/authorized agent/tenant of the premise at which the mentioned work is to be performed. I hereby authorize Connectionz Acquisition LLC it's subsidiaries to use such labor and materials as deemed advisable. I agree to make payment in the full amount of \$12,463.60 upon completion of the work unless otherwise noted. A monthly service charge of 1.5% will be added on all unpaid balances after completion of service, (18% per annum). Should any dispute arise between the parties that results in legal action, I agree that the losing party will be required to pay the prevailing party's reasonable attorney's fees and court costs. I recognize that aged equipment and fixtures may no longer be serviceable and agree to hold Connectionz Acquisition LLC and its subsidiaries blameless for any damage or destruction to those items as a result of these conventional repair efforts or for any existing damage. I recognize that unforeseen problems may be discovered as work is being performed and may change the estimate to fully satisfy all repairs. Any cancellation or reschedule will result in a cancellation fee. Any cancellation will result in a cancellation fee. The amount of the fee will be 25% of the services. Cancellations made same day will not receive a refund. I understand that I will be charged for any work performed on the property if cancellation of the job. All installations come with a 1yr workmanship guarantee

7/23/2024

I, the undersigned, have inspected all work completed and verified that all agreed upon repairs and/or replacements are complete and in working order. I understand the warranty as it has been expressed. I understand that if problems arise, Connectionz Acquisition LLC and its subsidiaries will honor this warranty as long as it's terms are not violated. I understand the CMPP membership is a one year recurring monthly payment of \$17.95. All installations come with a 1yr workmanship guarantee

111. The final two entries in Action's job records indicate that the Customer "no longer wants to continue services, the estimate a tech gave her was unreasonable to her," and she "will not be paying us."

112. Following up with L.M. and S.Y., DOPL learned that S.Y. had been diagnosed with dementia a little over a year ago, after she had gotten lost while driving.

113. S.Y.'s cognitive decline is noticeable. Throughout her interaction with a DOPL investigator, she repeatedly asked who he was and why he was at her residence meeting with her and her sister.

114. According to L.M., she originally contacted Action about problems with their garbage disposal. After the disposal was replaced by "Aaron," Action started expanding the work and told L.M. there were problems with the home's electrical systems.

115. Action employees began going through the home and replacing things without asking L.M.'s permission. L.M. does not recall ever receiving an estimate or giving approval for the work. She felt that she and her sister had been "taken advantage of."

116. L.M. stated that Action had replaced the thermostat and various outlets throughout the house. L.M. was never told why things needed to be replaced.

117. L.M. remembers the services as "a blur," with Action employees in and out of the home for two weeks, operating one continuous job. L.M. recalls Action electrician "Austin" was there most of the time work was being done at the home.

118. In DOPL's walk-through of the home with L.M., the investigator observed the basement electrical panel had an Action Plumbing sticker on it and had recently been replaced,

the outside electrical panel had recently been worked on, the furnace had an Action Plumbing sticker on it and had recently been replaced, and the AC compressor had recently been replaced.

119. L.M. and S.Y were not aware the furnace or AC compressor had been replaced. The sisters do not know why, how, or when these services happened.

120. When shown the electrical invoice, S.Y. confirmed it bore her signature, but she had no memory of signing it.

121. L.M. also told the DOPL investigator they had recently received a bill from Synchrony Bank, in S.Y.'s name, with a debit balance of over \$17,000. Presumably, somebody signed and submitted financial documents to this bank by or for S.Y. S.Y. has no memory of signing any financial documents.

122. S.Y. has no memory of reviewing or signing any documents at all regarding any of the work.

123. Through their work at S.Y.'s home, Action employees performed a series of increasingly expensive and uncalled-for services without L.M.'s approval. Action knew S.Y. had dementia and continued trying to contract with her for the unneeded work and the financing for that work.

124. Defendant Ben Jordan stated that he did not have any concerns with S.Y. signing multi-thousand-dollar invoices for services from Action, even when Action employees knew she had dementia.

125. Despite knowing about its employees' previous misconduct regarding M.T., Action took no action to prevent its employees from repeating the same conduct with other vulnerable adults like S.Y. and others.

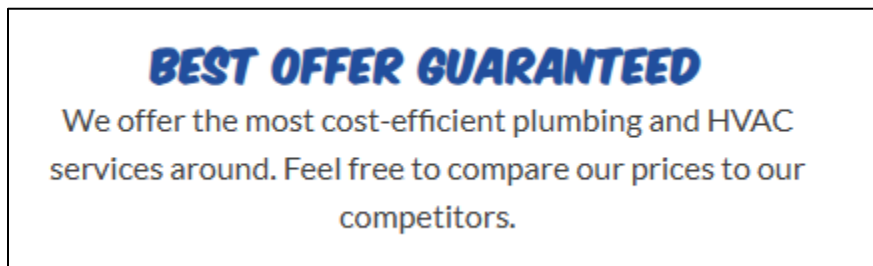
126. Because of Defendants’ inaction, lack of oversight, and inadequate supervision, its employees continued to exploit another person with dementia to sell increasingly expensive services.

III. Action misrepresents to consumers that it offers transparent and better prices than competitors.

127. Separate from Action’s deceptive sales tactics, fearmongering, and repeated exploitation of adults with dementia, Action engages in further deceptive sales practices by misrepresenting that the prices it charges are better than competitors and by providing invoices to consumers that are not transparent.

A. Misrepresentations about pricing

128. Action’s website for its primary assumed business name, Action Plumbing Heating Air & Electric, represents to customers that the company provides the “Best Offer Guaranteed.” The website adds: “We offer the most cost-efficient plumbing and HVAC services around. Feel free to compare our prices to our competitors.”



129. For electrical services, the website states: “We are committed to the highest quality services and the *fairest prices in town*” (emphasis added).

130. Action employees on service and sales visits make similar representations about the company’s purported price advantage to consumers—often to pressure the consumer into closing a sale.

131. For example, when an Action electrician sold homeowner J.R. on an electrical panel replacement, he discouraged J.R. from seeking quotes from any other competitors. The electrician shut off the power and told J.R. the house would catch fire if the power were turned on before the replacement was made. The electrician then represented to J.R. that the price for the electrical panel replacement would be the same or greater from any other electrician. After agreeing to the services under duress, J.R. later sought a second opinion, which confirmed that the services were not only overpriced, but unnecessary.

132. Similarly, when Action employees sold homeowner H.P. a new HVAC system, they told her that her old system was leaking dangerous levels of carbon monoxide—putting their “kids’ lives at stake.” Believing Action’s misrepresentations, H.P. quickly agreed to the new HVAC installation, costing her over \$50,000. Later, H.P. received multiple second opinions from experienced professionals, all telling her that she had been overcharged. One HVAC company even told her it could have installed the same system for only \$25,050.

133. Action even charged M.T.—an elderly woman with dementia—\$22,120 for the replacement of 50 “Decora type switches” (\$1,580 each). As later admitted by Action qualifier Jacob Westphal, the actual cost of Decora type switches is only \$1 each. Westphal testified to DOPL that, when he was an independent contractor, he would charge customers only \$75 for their installation.

134. In truth, Action does not offer the “fairest prices in town,” nor does it “offer the most cost-efficient plumbing and HVAC services around” or the “best offer guaranteed.” Instead, Action’s prices far above the standard market rate and, in many cases, exploitative.

135. At all times material to this Complaint, the Individual Defendants formulated, directed, controlled, or had the authority to control Action’s pricing practices, along with the company’s related misrepresentations.

136. For their own profit, Defendants knowingly used this false and exploitative pricing scheme to further induce consumers into contracting with the company.

B. Non-Transparent invoices

137. Action also misrepresents to consumers that the company provides “transparent” pricing.

138. The website for Action Plumbing, Heating & Electric states: “We have a reputation for exceptional workmanship, outstanding customer care and fair, *transparent pricing*” (emphasis added). The website adds: “We offer transparent pricing and *detailed cost estimates* for electrical inspections, helping you make informed decisions about your property’s electrical maintenance” (emphasis added).

139. The website under the domain “www.utahsplumber.com” states that Action provides “Upfront Pricing.” “We believe in *transparency*. Before we begin any installation work, we’ll provide you with a *detailed estimate* of the cost, so there are no surprises” (emphasis added).

Upfront Pricing: We believe in transparency. Before we begin any installation work, we’ll provide you with a detailed estimate of the cost, so there are no surprises.

140. These representations are false.

141. Action’s deceptive pricing practices center on providing invoices that do not include an itemized list of the repairs, inspections, and parts provided, including the number of hours of labor charged for each service or repair.

142. Homeowner B.V. complained to the Division about these deceptive sales practices. B.V., age 75, felt “intimidate[ed]” into agreeing to plumbing services from Action, totaling \$8,330. She shared a copy of the invoice with the Division, showing the breakdown of Action’s services:

Rec 9-30-24



825 South Gladiola Street
Salt Lake City, UT 84104
Contractor # 9603990-5501

Invoice 87432151
Invoice Date 9/24/2024
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address

Job Address

| Description of work | | | | |
|---|---|----------|------------|------------|
| Replacing electric wh 30 gal with a no maintenance water treatment & Shower valve | | | | |
| Task # | Description | Quantity | Price | Total |
| LAB100 | 30 gal electric WH swap (under warranty) Parts & Labor Service -expansion tank -WH Straps | 1.00 | \$2,060.10 | \$2,060.10 |
| LAB100 | Halo ion 6 Parts & Labor Service | 1.00 | \$3,465.00 | \$3,465.00 |
| LAB100 | Shower valve with new trim Parts & Labor Service | 1.00 | \$2,581.30 | \$2,581.30 |
| CMPPY | Connectionz Member - Platinum | 1.00 | \$223.60 | \$223.60 |
| | <ul style="list-style-type: none"> • 10% Discount • No After Hours Fees • No Trip Charge • Spring Maintenance: <ol style="list-style-type: none"> 1. AC inspection, maintenance 2. Water Heater inspection & tank flush 3. Main Valve & PRV inspection 4. Free secondary line drain cleaning • Fall Maintenance: <ol style="list-style-type: none"> 1. Furnace inspection, maintenance 2. Softener inspection & flush 3. Main line sewer camera inspection 4. Electrical safety inspection | | | |
| Member Savings | | | | \$900.71 |
| Sub-Total | | | | \$8,330.00 |
| Tax | | | | \$0.00 |
| Total Due | | | | \$8,330.00 |
| Payment | | | | \$0.00 |
| Balance Due | | | | \$8,330.00 |

Thank you for being a valued customer!
I, the undersigned, am owner/authorized agent/tenant of the premise at which the mentioned work is to be performed. I hereby authorize Connectionz Acquisition LLC its subsidiaries to use such labor and materials as deemed advisable. I agree to make

143. B.V. researched the price of the parts and discovered that Action had charged her almost \$6,000 for labor cost alone—on a job that took a total of only three hours to complete. B.V. also expressed surprise at being charged \$233.60 for a “Connectionz Member Platinum,” a membership she did not recall agreeing to.

144. B.V. told the Division that she felt she had “been taken advantage of as an old person.” She requested a partial refund from Action for the undisclosed labor and membership charges.

145. To date, Action has not provided the requested refund.

146. In a letter to the Division, Action refused to take any accountability for their deceptive invoice practices and stated shortly: “As for the labor cost, all that is on the can be found [sic] on the invoice which the customer signed.”

147. In truth, Action’s labor costs are not itemized individually on the invoice but instead included in the same line item as the parts. A consumer would only be able to calculate the total labor charged by Action by independently researching the market cost for the parts and subtracting the parts cost from the respective invoice line item.

148. Homeowner J.A. also complained to the Division about Action’s deceptive invoice practices. J.A. contacted Action for emergency services after an alarm went off in his basement on June 15, 2024. Action informed J.A. that the sewer grind pump was failing and needed to be replaced. Feeling pressure that it was an emergency, J.A. agreed to the services. However, J.A. was not informed that the pump only affected the basement and not the whole house.

149. After J.A. agreed to the contract, Action told him that it did not have the part needed to fix the sewer pipe, so they would have to return the following business day to finish the repair. That gave J.A. time to research and calculate the labor cost he had been invoiced. He calculated, and Action later confirmed, that the invoice charged him \$4,295 for labor—out of a total bill of \$5,895.

150. When J.A. confronted Action with the amount he was being charged for labor, Action responded that the labor cost was required because Action needed to deploy two journeymen for the project, each costing the company \$150/hour.

151. This representation was false. Action does not employ *any* licensed journeymen.

152. Upon discovering the high labor costs, J.A. tried to cancel the contract. Action responded that there would be a 25% cancellation fee for the total invoiced amount, equaling \$1,200 for J.A.

153. Not wanting to be stuck paying \$1,200 without anything to show for it, J.A. agreed to Action completing the work. He calculated that each worker from Action spent 1:30 hours, 3:36 hours, and 36 minutes, respectively, on the project. For that labor, he was charged \$4,295.

154. Again, Action failed to take any accountability for these deceptive invoice practices. In a letter to the Division, Action stated:

In regards to the labor cost, the customer was provided with an estimate that listed the cost of labor. As it is with any company in the U.S. we are allowed to determine what our labor costs should be given the various costs and employee hours needed to complete a job. If the customer did not agree with our prices [sic] structure for labor they could have canceled the job or they could have inquired with other companies for prices prior to signing our estimate and invoice.

155. At all times material to this Complaint, the Individual Defendants formulated, directed, controlled, or had the authority to control Action’s invoice practices, including whether the company itemized the amount of labor charged for each service.

156. Defendants knowingly utilized this non-transparent sales practice to conceal from consumers the true prices Action charged, and to further mislead consumers into believing that Action provided a price advantage

IV. Action charges consumers an unconscionable 25% cancellation fee.

157. All, or almost all, invoices Action requires consumers to sign contain a 25% cancellation fee for the invoiced services.

158. This cancellation fee is buried in small print at the bottom of the invoice, following several other terms and conditions.

| Paid On | Type | Memo | Amount |
|----------|-----------|-----------------------|-------------|
| 6/5/2024 | Financing | Synchrony | \$17,988.53 |
| 6/5/2024 | Financing | Synchrony | \$329.00 |
| | | Member Savings | \$1,973.88 |
| | | Sub-Total | \$18,317.53 |
| | | Tax | \$0.00 |
| | | Total Due | \$18,317.53 |
| | | Payment | \$18,317.53 |
| | | Balance Due | \$0.00 |

Thank you for being a valued customer!

I, the undersigned, am owner/authorized agent/tenant of the premise at which the mentioned work is to be performed. I hereby authorize Connectionz Acquisition LLC it's subsidiaries to use such labor and materials as deemed advisable. I agree to make payment in the full amount of \$18,317.53 upon completion of the work unless otherwise noted. A monthly service charge of 1.5% will be added on all unpaid balances after completion of service, (18% per annum). Should any dispute arise between the parties that results in legal action, I agree that the losing party will be required to pay the prevailing party's reasonable attorney's fees and court costs. I recognize that aged equipment and fixtures may no longer be serviceable and agree to hold Connectionz Acquisition LLC and its subsidiaries blameless for any damage or destruction to those items as a result of these conventional repair efforts or for any existing damage. I recognize that unforeseen problems may be discovered as work is being performed and may change the estimate to fully satisfy all repairs. Any cancellation or reschedule will result in a cancellation fee. Any cancellation will result in a cancellation fee. The amount of the fee will be 25% of the services. Cancellations made same day will not receive a refund. I understand that I will be charged for any work performed on the property if cancelation of the job. All installations come with a 1yr workmanship guarantee

159. The cancellation fee is 25% regardless of the total invoiced amount. In other words, a contract for services totaling \$1,000 would have a cancellation fee of \$250, while a contract for services totaling \$50,000 would have a cancellation fee of \$12,500.

160. The cancellation fee is applied regardless of when a consumer requests the cancellation—even if the request comes a day after the consumer signed the contract.

161. Many consumers are unaware of this provision when they sign the contract.

162. Many consumers sign the contracts under duress, when facing real or contrived “emergencies” as represented by Action employees.

163. Many consumers sign the contracts in response to misrepresentations from Action about the services needed on their home, the price advantage Action offers, the warranties provided, the qualifications of Action’s employees, and/or the quality of Action’s work.

164. Nevertheless, the Division is not aware of a single consumer who has ever been able to cancel a contract without Action enforcing the 25% cancellation fee.

165. Multiple consumers have complained to the Division about the unfairness of this cancellation fee.

166. Homeowner J.A. complained that he tried to cancel his contract with Action the next business day after it was signed. He signed the invoice with Action after he requested emergency services to respond to an alarm that went off in his basement. Furthermore, he signed the invoice without knowing that the extent of the damages to his sewer grinder pump was limited to the basement only—and not the whole home. When J.A. came to understand that the problem was only going to affect his basement, he was able to analyze Action’s pricing more carefully and requested to cancel his contract. Nevertheless, Action told J.A. he could not cancel without paying the full cancellation fee, totaling \$1,200. J.A. felt forced to continue services with Action.

167. Homeowner A.S. complained that she tried to cancel her contract with Action after realizing that the quoted \$30,000 for the new sewer line was too high. She claimed Action used scare tactics to get her to sign the agreement. She wanted another plumber's second opinion. Action told S.A. that she could not cancel without paying the full cancellation fee, totaling \$7,000. S.A. felt forced to continue services with Action even when she believed the prices were too high.

168. At all times material, the Individual Defendants formulated, directed, controlled, or had the authority to control, Action's cancellation fees and the company's decisions to enforce the fees on consumers.

169. Defendants knowingly use this cancellation fee to lock consumers into contracts and profit off their sales, even when consumers become aware of Defendants' deceptive and unconscionable business practices.

V. Action misrepresents to consumers the licensure status and qualifications of its electricians, plumbers, and HVAC technicians.

170. Action represents to consumers, through its website and on individual sales and service calls, that all its electricians and plumbers are licensed.

171. Action's public websites further represent the following qualifications of Action's electricians, plumbers, and HVAC technicians:

- a. "We have decades of combined plumbing and HVAC experience, and there's no problem or need we haven't seen or addressed in the past."
- b. "We only employ elite plumbers and HVAC technicians for our team, bringing our clients the very best and most reliable service."
- c. "Our electricians are skilled and experienced."

- d. “Our plumbers are highly trained and experienced in all aspects of plumbing installation.”
- e. “Our Professional Technicians are Licensed and Insured with multiple Five-Star Reviews detailing their dedication and knowledgeable service.”

172. These representations are false.

173. DOPL has cited and fined Action four times for hiring unlicensed people to perform trade work that requires licensure.

174. This practice of hiring unlicensed employees and subcontractors continues to this day.

175. On multiple occasions, customers have complained about Action sending unlicensed people to perform electrical and plumbing work on their homes.

176. Likewise, Action’s internal electrical records show unlicensed employees were dispatched on numerous electrical installation projects. These records, which cover a sample of twenty electrical projects—all invoiced at over \$10,000—show Action dispatched unlicensed employees to perform electrical trade work on eight (40%) of the projects.

177. Indeed, Action employes over 120 people. But of these employees, approximately **75 are unlicensed**.

178. Of the remaining employees that are properly licensed, **all but 5** are licensed only as untrained apprentices.

179. Action publicly recruits employees by stating that new HVAC, plumbing, and electrician hires “don’t have to have any experience. You don’t have to have a license. **You don’t have to know anything. As a matter of fact, we almost prefer it.**” (emphasis added).

180. One new employee of Action admitted: “I don’t even know anything about this trade yet. I have no idea what I am getting myself into. But I just doubled my pay of what my last employer was paying me. So I think that’s when I started drinking the Kool-Aid.” (emphasis added).

181. And while Action claims it can train inexperienced and unlicensed employees, it lacks adequate supervisory practices—or even a sufficient number of licensed and qualified supervisors—to do so. The head of Action’s electrical department, the electrical installation manager, the plumbing installation manager, and the plumbing sales manager are all themselves apprentices, categorically unqualified to lawfully supervise other apprentice licensees.

182. Only five Action employees have licenses with classifications greater than an apprentice. And of these five employees, some of them hardly work.

183. For example, one of these five employees is Jacob Westphal—the qualifier for Action’s electrical contractor license. On paper, Action employs Westphal to provide qualified supervision of the company’s apprentices. In practice, Westphal is a full-time pilot for Breeze Airways who has not been active in Action’s business operations since at least mid-2023.

184. Westphal testified to DOPL that he does not, and has not, trained apprentice electricians. He admitted that he has not supervised Action’s apprentice electricians since mid-2023, and even before then, he could only specifically recall two projects for which he provided on-site supervision. Westphal confessed that he “regrets” not training Action apprentices or being more involved in their supervision. He added, “*I worry for these guys that are not getting the same training I did.*” (emphasis added).

185. To Westphal's credit, he advised Action to hire journeymen licensees to "help keep their apprentice to journeymen ratios in line" and provide apprentices with actual training through work crews consisting of journeyman-apprentice pairs.

186. But Action never heeded this advice.

187. Action's recklessly leveraged hiring practice is unprecedented in the Utah market, and it violates Utah's professional licensing and construction-trades laws and rules.

188. Action employees are not "licensed"; they are not "highly trained and experienced"; and they certainly are not "elite."

189. The Individual Defendants were involved in Action's hiring practices and consciously chose to maximize profits over the quality of their trade work.

190. This reckless practice was concealed from *every consumer* who agreed to do business with Action.

VI. Action's electrical, plumbing, and HVAC work shows a pattern of incompetency or negligence.

191. Action's practice of hiring mostly unlicensed employees—and failing to provide those licensed as apprentices with adequate training and supervision—has led to employees exhibiting a pattern of incompetency and negligence in their electrical, plumbing, and HVAC work.

192. This pattern of incompetency contradicts numerous representations Action makes to consumers to earn their business.

193. At house calls, Action tells consumers that its electricians, plumbers, and HVAC technicians are qualified and best able to do the job at hand.

194. And on Action's public websites, the company represents it will:

- a. provide its clients “the very best and most reliable services”;
- b. “follow all safety protocols to ensure a safe and hazard-free installation process”;
- c. “ensure your new plumbing system is installed correctly and up to code”;
- d. “ensure the safety, efficiency, and reliability of your electrical systems”;
- e. “manage the entire plumbing installation process, from obtaining any necessary permits to coordinating with other contractors involved in your renovation project”; and
- f. “bring your electrical system up to code . . . [and] in compliance with the latest building codes and fire regulations.”

195. In reality, and on numerous occasions, Action employees have entered a home to perform work and left the residence in a worse state than they found it. Action employees have caused flooding, electrical-fire risk, and carbon-monoxide-exposure risk. And in several instances, Action failed to even pull the required building permits for the job.

A. Flooding

196. First, on or about January 16, 2024, homeowner E.N. contacted Action to repair a water shut-off valve under the kitchen sink of his West Valley City condominium, Unit #21.

197. Action employee Omar Mayorga and an unidentified Action employee were dispatched to Unit #21. Mayorga is not licensed with the Division.

198. After reportedly completing the repair, Mayorga called E.N. to tell them the repair was finished and to request payment.

199. Action employees then left Unit #21 without testing the repair and before the water was turned back on.

200. After the water was turned on, the condominium property management company was alerted to a severe water leak affecting Units #20 and #21. The property management company called a different plumbing company to address the leak.

201. Upon arriving, the second plumber discovered approximately four inches of standing water in the shared patio area, with water coming into Unit #20 through the wall shared with Unit #21.

202. When the second plumber was able to enter Unit #21, he discovered the leak was coming from under the kitchen sink, where a water shut-off valve had been installed with PEX pipe modifications. The valve had been installed with a crimp ring, but the ring had not actually been crimped to secure the PEX pipe to the brass fitting.

203. Action employees returned to Unit #21 and fixed the shut-off valve.

204. However, the resulting flooding caused extensive damage to Units #20 and #21. The flood damage to E.N.'s Unit #21 has cost over \$53,000 to remediate and repair. E.N. has received no compensation from Action for the flood damage to his property.

B. Electrical fire risk

205. Next, at the end of May 2024, homeowner B.B. and his wife J.B. contacted Action after half the power in their home went out.

206. Action's electricians advised B.B. that a subpanel should be added to reduce the main panel's electrical load. Action quoted B.B. \$9,800 to replace two switches and install a new electrical subpanel, grounding rods, a bonding bridge, and a whole-home surge protector.

207. B.B. agreed to the work quote, and Action installed a new subpanel on or around June 5, 2024.

208. However, B.B. and J.B. continued to have issues with their home's electrical system, with various lights flickering on and off.

209. B.B. and J.B. asked Action to fix these issues and address problems with the new subpanel. Instead, on or about August 16, 2024, Action gave B.B. an estimate to replace the main electrical panel, replace all the breakers, and add lubricants for a total of \$9,655.24.

210. B.B. did not agree to the work quote, and Action refused to address B.B.'s concerns with the new subpanel.

211. On or about September 27, 2024, some of the outlets in the home were arcing, and several lights were flickering on and off. Looking at the main electrical panel, B.B. found some of the breakers showed signs of significant arcing and burnt areas. Afraid their home would catch fire, B.B. and J.B. called the fire department.

212. Unified Fire Authority ("UFA") responded to the call and determined the home's electrical system was unsafe.

213. Rocky Mountain Power put a red tag on B.B.'s and J.B.'s meter and shut off the electrical power.

214. The same day, a city inspection of the new subpanel failed all inspection checklist items. Defendant Matthew Jordan requested the inspection, which listed Action electrician Brynn Hepworth as the field contact. The city inspector noted that the plans quoted by Action did not match the work that appeared to have been done and that he could not locate the grounding rods.

215. A second city inspection, requested by B.B. and J.B., was performed on October 2, 2024. Again, the new subpanel failed all checklist items.

216. B.B. and J.B. hired another contractor, who repaired their home's electrical issues by the end of October 2024 for \$1,800—a small fraction of what Action had already received and had quoted.

217. B.B. and J.B. were out of their home for nearly a month while repairs were being made.

218. Action did not refund or compensate B.B. and J.B. for the work that caused this incredible disruption to their homes and lives.

C. Carbon monoxide exposure risk

219. Additionally, on or about October 11, 2024, new homeowner H.P. met Action at a Home Show. Knowing her new home's HVAC system was old, H.P. signed up for a free HVAC inspection and tune-up with Action.

220. On or about October 14, 2024, Action employees arrived to perform the HVAC system inspection.

221. After reviewing the home's two furnaces and AC units, Action employees told H.P. both furnaces had cracked heat exchangers and were leaking dangerous amounts of carbon monoxide into the home. They also informed H.P. that both AC systems were leaking freon, causing further issues. Action employees shut off both systems, citing these safety concerns.

222. Action employees told H.P. the systems were inoperable due to the safety concern of carbon monoxide entering her home and, with freezing temperatures forecast, should be replaced immediately. They quoted H.P. between \$43,000 and \$50,400 to replace the home's furnaces and AC units.

223. H.P. chose the \$50,400 systems replacement, and Action installed two new furnaces and AC units on October 15 and 16, 2024.

224. After speaking with her realtor and original home inspector, H.P. learned she had likely been overcharged by Action for the new HVAC systems. H.P. sought a second opinion of what the newly installed systems would have cost through a different HVAC contractor.

225. On or about October 24, 2024, a second HVAC contractor arrived to inspect H.P.'s newly installed systems. Upon inspecting the new furnaces and AC units, the second contractor noted major problems with Action's work. Most significantly, neither the furnace exhaust nor the fresh air intake for the basement furnace had been terminated correctly, and the furnace exhaust had been run out within a few inches of the fresh air intake. This caused the furnace exhaust to vent into the fresh air intake and reenter the utility room, directly causing increased carbon monoxide levels in H.P.'s home. While the furnace would run on electricity at temperatures over 40 degrees, this would cause a significant health and safety concern once temperatures dipped below freezing and the system switched to gas.

226. The second contractor also noted that the basement furnace's wiring was messy, run without conduit, and unsecured, and that the outdoor heat pumps were not level, had unsecured electrical conduit, and were not installed to code. He remarked that it was "one of the worst jobs [he had] ever seen."

227. The second contractor told H.P. his highest line quote for the systems would have been just over \$28,000.

228. On or about October 29, 2024, a second HVAC systems inspection, obtained by the Division during its investigation, confirmed the notable problems with the basement furnace

exhaust and fresh air intake. The building inspector also documented additional problems with H.P.'s newly installed systems:

Upstairs Furnace

1. Protect NM wire to ceiling from switch.
2. Fix pan for edges that are bent down.
3. Condensation drain termination not terminated correctly right now goes into a vent line not drain line.

AC units Both

1. AC lines need to be wrapped in R7 insulations.
2. Power lines not supported need to be first 12" then every 36".

229. On or about November 5, 2024, H.P. met with another HVAC contractor who likewise affirmed the problem with the furnace exhaust reentering the home through the fresh air intake. The contractor told H.P he would have quoted \$25,050 to install the same systems, and he quoted H.P. \$2,000 to correct the issues with the systems Action had installed.

230. Despite these notable flooding, fire hazard, and carbon monoxide issues cause by their employees, Action has taken no steps to remedy these customer's problems. Nor has Action presented any evidence to the Division that it has required additional training for its employees to address these instances of gross incompetency or negligence.

231. Instead, Action allows its unlicensed and apprentice employees to continue practicing without adequate supervision to provide direction, oversight, inspection, and evaluation of their work.

232. These practices are adamantly contrary to what Action told consumers.

D. Failure to obtain permits

233. Finally, contrary to its representations to consumers, Action has repeatedly failed to secure required building permits before starting work on a project.

234. In Draper, on or about June 7, 2023, Action replaced a furnace for homeowner M.T. without obtaining the required building permit.

235. In Taylorsville, on or about March 27, 2024, Action installed a new electrical panel and performed other electrical work for homeowner J.R. without obtaining the required building permit.

236. In Salt Lake City, on or about June 5, 2024, Action installed a new electrical subpanel and performed other electrical work for homeowner B.B. without first obtaining the required building permit. A building permit was later applied for and issued on September 25, 2024—long after Action had completed its work.

237. In Herriman, on or about October 15, 2024, Action installed two new furnaces and two new AC units for homeowner H.P. without obtaining the required building permit.

238. In Benjamin, Utah, in October and November 2024, Action installed a new furnace, electrical panel, service cable, and main sewer line for homeowner D.S. without obtaining the required building permit.

239. Contrary to Action’s representations, the company *does not* ensure that its practices comply with local ordinances and code, and the company *does not* obtain the “necessary permits.”

VII. Action fails to honor its workmanship warranties and customer satisfaction guarantees.

240. On all, or nearly all, of its contracts with consumers, Action offers a “1 yr workmanship guarantee” on its installations.

241. This guarantee, along with others, is repeated on Action’ websites, which state:

- a. “We offer a 100 percent satisfaction guarantee”;

- b. “We back all of our professional services with a 100 percent satisfaction guarantee. We’ll make sure you’re happy with the work we do, and if you’re not, our team will come back to resolve the situation”;
- c. “[W]e’ll cover the costs if our team accidentally damages your property during the service”; and
- d. “We even provide a 100% satisfaction guarantee on all our work.”

242. However, despite Action’s record of incompetent and negligent work, numerous consumers have complained about Action failing to honor the “1 yr workmanship” warranty, the 100% satisfaction guarantee, or the representation that it would cover the costs of any damaged property.

243. When Action employees caused \$53,000 in flood damage to E.N.’s property, Action refused to honor its warranty to cover the costs of the damage.

244. When the United Fire Authority and Rocky Mountain Power shut off the power of B.B.’s and J.B.’s home for electrical-fire hazard risk, Action provided no refund or compensation for the work that had caused the disrepair.

245. When the HVAC installation at H.P.’s home caused carbon-monoxide-poisoning risk, Action took no steps to remedy the consumer’s problem.

246. Still, more consumers have complained, telling similar stories of Action failing to honor warranties despite providing faulty services.

247. Homeowner A.P. complained that Action’s poor workmanship and failure to shore up a hole caused the sewer line system for his home to collapse. Action failed to honor the workmanship guarantee and instead threatened to sue the consumer and put a lien on his property.

248. Homeowner J.R. complained that Action's poor workmanship on an electrical install led to an electrical system that was worse than before Action did any work. Action refused to honor its workmanship guarantee and refused to provide J.R. with any refund.

249. And again, homeowner B.L. complained that Action failed to honor its workmanship and 100% satisfaction guarantee after B.L. paid Action \$639.09 to fix a clog that the company failed to actually fix.

250. The Division is aware of no instance where Action honored any of its warranties or guarantees.

251. At all times material to this Complaint, the Individual Defendants formulated, directed, controlled, or had the authority to control, Action's decisions to deny warranties that should have been provided to consumers.

252. Defendants knew that their highly leveraged hiring practices and inadequate supervision would lead to unsatisfied customers and work that needed to be remedied or refunded.

253. Still, Defendants chose to dishonor the warranties and 100%-satisfaction guarantees they used to induce consumers into contracting with Action.

VIII. Action failed to register with the Division before engaging in telephone solicitations.

254. To generate leads for its electrical, plumbing, and HVAC services, Action engages in an extensive practice of telephone solicitations and cold calling.

255. As publicly stated by Defendant Ben Jordan: "We freaking cold call for leads. We have a cold calling service that cold calls and says 'hey,' asking people if they want us to come do home service checkup—and we're closing jobs."

256. Together with door-to-door sales, Jordan attributed this cold-calling practice as one of the reasons Action “grew 16 million in revenue in one year.”

257. Action did not register with the Division before engaging in these telephone solicitations.

COUNT ONE
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4

258. The CSPA prohibits suppliers from committing deceptive acts or practices in connection with a consumer transaction whether the act occurs before, during, or after the transaction. Utah Code § 13-11-4(1).

259. The CSPA is a remedial statute intended “to be construed liberally . . . to protect consumers from suppliers who commit deceptive and unconscionable sales practices.” *Id.* § 13-11-2.

260. Each Defendant engaged in “consumer transaction[s]” by marketing and selling products and services that are primarily for personal, family, or household purposes, or for purposes that relate to a business opportunity. *Id.* § 13-11-3(2), (5).

261. Each Defendant is a “supplier” because they regularly solicited, engaged in, or enforced consumer transactions. *Id.* § 13-11-3(6).

262. In many instances in connection with sales calls, house visits, advertising, and other representations regarding their products and services, Defendants made or intentionally permitted deceptive representations, directly or indirectly, with the intent that consumers rely on the deceptive representations, as alleged herein and including but not limited to:

- a. misrepresenting the services consumers needed for their homes;

- b. misrepresenting that the services were needed to prevent an emergency;
- c. misrepresenting the price advantage offered;
- d. misrepresenting that the prices it offered were transparent;
- e. concealing the amount of labor charged on invoices;
- f. misrepresenting the licensure status and qualifications of Action's employees;
- g. misrepresenting the quality of Action's work; and
- h. misrepresenting warranties and customer satisfaction guarantees;

263. Defendants knowingly or intentionally engaged in the above violations, which targeted and affected Utah residents.

264. The Individual Defendants also knowingly or intentionally condoned and facilitated these violations through deliberate lack of oversight, deliberate lack of training, creation of an incentive structure that incentivized the violations, knowing or intentional decisions to hire unlicensed and untrained employees to perform the company's electrical, plumbing, and HVAC work, and intentional decisions not to discipline any employees engaging in these practices or prevent further occurrences.

265. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT TWO
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4(2)(g)

266. The CSPA prohibits suppliers from indicating "that a replacement or repair is needed, if it is not."

267. Action represented to numerous consumers that certain electrical, plumbing, and HVAC replacements or repairs were needed for their homes when they were not.

268. These representations were knowingly or intentionally false when made, and they targeted and affected Utah residents.

269. The Individual Defendants knowingly or intentionally caused these misrepresentations to be made.

270. The Individual Defendants also knowingly or intentionally condoned and facilitated these misrepresentations through deliberate lack of oversight, deliberate lack of training, creation of an incentive structure that incentivized this behavior, and intentional decisions not to discipline any employees engaging in these practices or prevent further occurrences.

271. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT THREE
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4, Utah Admin. Code R152-11-5(A)(9)

272. Under Utah Code section 13-11-8(2), the Division has the authority to create substantive rules prohibiting specific deceptive acts or practices. Those deceptive acts or practices are listed in the CSPA Rule, Utah Admin Code R152-11. Acts and practices prohibited in the CSPA Rule are violations of Utah Code section 13-11-4, and the same remedies are available for those violations.

273. Utah Administrative Code R152-11-5(A)(9) prohibits suppliers from representing “that the goods being inspected or diagnosed are in a dangerous condition or that the consumer’s continued use of them may be harmful to him when such is not the fact.”

274. Action has represented to numerous consumers that the plumbing, electrical, or HVAC systems in their homes were in a dangerous condition or that the consumer's use of the systems would be harmful to them when that was not the fact.

275. These representations were knowingly or intentionally false when made, and they targeted and affected Utah residents.

276. The Individual Defendants knowingly or intentionally caused these misrepresentations to be made.

277. The Individual Defendants also knowingly or intentionally condoned and facilitated these misrepresentations through deliberate lack of oversight, deliberate lack of training, creation of an incentive structure that incentivized this behavior, and intentional decisions not to discipline any employees engaging in these practices or prevent further occurrences.

278. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT FOUR
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4(2)(i)

279. The CSPA prohibits suppliers from indicating "that the supplier has a sponsorship, approval, license, certification, or affiliation the supplier does not have." Utah Code § 13-11-4(2)(i).

280. Action publicly represents on its websites and to numerous consumers that its professional technicians are licensed.

281. These statements were knowingly or intentionally false when made, as most of Action's employees are unlicensed, including many who have performed trade work requiring licensure on consumers' homes.

282. These misrepresentations targeted and affected Utah residents.

283. The Individual Defendants knowingly or intentionally caused these misrepresentations to be made.

284. The Individual Defendants also knowingly or intentionally condoned and facilitated these misrepresentations through their control over the representations on the website, deliberate lack of oversight, deliberate lack of training, and knowing or intentional decision to hire unlicensed employees to perform the company's electrical, plumbing, and HVAC work.

285. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT FIVE
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4(2)(b)

286. The CSPA prohibits suppliers from indicating that "the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not." *Id.*

§ 13-11-4(2)(b)

287. Action violated this provision by representing on its websites and to numerous consumers that its professional technicians were, among other things as alleged in this Complaint, "elite," "highly trained," "experienced," and "skilled."

288. Action also violated this provision by representing on its websites and to numerous consumers that it provided, among other things as alleged in this Complaint "a safe

and hazard-free installation process” and electrical and plumbing systems “installed correctly and up to code.”

289. These representations were knowingly or intentionally false when made, and they targeted and affected Utah residents.

290. The Individual Defendants knowingly or intentionally caused Action and its employees to make these statements.

291. The Individual Defendants also knowingly or intentionally condoned and facilitated these misrepresentations through control over the representations on the website, deliberate lack of oversight, deliberate failure to train, and knowing or intentional decisions to hire unlicensed and untrained employees to perform the company’s electrical, plumbing, and HVAC work.

292. Defendants’ current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT SIX
Deceptive acts and practices in violation of the CSPA
Utah Code § 13-11-4(2)(h)

293. The CSPA prohibits suppliers from indicating “that a specific price advantage exists, if it does not.” *Id.* § 13-11-4(2)(h).

294. Action represents on its websites and to numerous consumers that, among other things as alleged in this Complaint, it provides the “fairest prices in town,” the “best offer guaranteed,” and the most “cost-efficient plumbing and HVAC services around.”

295. Action also represents on its websites and to consumers that, among other things as alleged in this Complaint, it provides “transparent pricing” and “detailed cost estimates.”

296. These representations were knowingly false and misleading when made, as Action's prices are, in fact, substantially higher than market rates in the state.

297. These misrepresentations targeted and affected Utah residents.

298. The Individual Defendants knowingly or intentionally caused Action and its employees to make these misrepresentations.

299. The Individual Defendants also knowingly or intentionally condoned and facilitated these misrepresentations through control over the representations on the website, control over the prices offered by the company, deliberate lack of oversight, and deliberate failure to train.

300. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT SEVEN

Failure to provide an itemized invoice in violation of the CSPA Utah Code § 13-11-4, Utah Admin. Code R152-11-5(11)

301. Utah Administrative Code R152-11-5(11) requires suppliers to provide an "itemized list of repairs, inspections, or other services performed and the reason for such repairs, inspections, or other services, including: . . . (b) The number of hours of labor charged, apportioned for each part, service or repair."

302. Defendants failed to issue invoices that itemized the number of hours of labor charged, apportioned for each part, service or repair.

303. This deceptive act and practice targeted and affected Utah residents.

304. The Individual Defendants knowingly or intentionally caused this deceptive act and practice to occur.

305. The Individual Defendants also knowingly or intentionally condoned and facilitated the practice through control over the invoices offered by the company, deliberate lack of oversight, and deliberate lack of training.

306. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT EIGHT
Failure to honor warranty or remedy in violation of the CSPA
Utah Code § 13-11-4(2)(j)

307. The CSPA prohibits indicating that a consumer transaction involves a warranty or other rights, remedies, or obligations, if it does not.

308. The CSPA prohibits failing to honor a warranty or a particular warranty term.

309. Action promised, but did not honor, a "1 yr workmanship guarantee," a "100% customer satisfaction guarantee," and a warranty that the company would cover all costs for damages to property it caused.

310. Action knowingly or intentionally promised and failed to honor these warranties.

311. This deceptive act and practice targeted and affected Utah residents.

312. The Individual Defendants knowingly or intentionally caused Action to warrant, but not honor, these warranties.

313. The Individual Defendants also knowingly or intentionally condoned or facilitated Action indicating, but not honoring, these warranties through control over the terms of the warranties, control over the decisions for when warranties are honored, deliberate lack of oversight, and deliberate failure to train.

314. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT NINE
Unconscionable acts and practices in violation of CSPA
Utah Code § 13-11-5

315. By engaging in the acts and practices alleged in this Complaint, Defendants engaged in unconscionable acts and practices that affected Utah consumers in violation of the CSPA.

316. Action's repeated sales practices of inducing individual consumers into contracts costing tens of thousands, and sometimes hundreds of thousands of dollars, for services the consumers did not need and in many cases only agreed to under duress, are unconscionable.

317. Action's use of exorbitant and disproportionate cancellation fees, hidden in the invoices in small font under a series of unrelated terms of service, to bind consumers to its contracts and prevent them from seeking second opinions or obtaining services elsewhere, is unconscionable.

318. Action's extractions of tens of thousands of dollars from elderly adults, especially those suffering from dementia, by selling these vulnerable victims services they could not agree to, did not understand, and did not need, are unconscionable.

319. The Individual Defendants caused Action to engage in each of these unconscionable acts.

320. The Individual Defendants also condoned and facilitated each of these unconscionable acts through deliberate lack of oversight, deliberate lack of training, creation of a

compensation structure that incentivized this behavior, and intentional decisions not to discipline any employees engaging in these practices or and prevent further occurrences.

321. Defendants' current and future violations continually harm consumers and victims, and their unlawful acts and practices affect the public interest.

COUNT TEN
Failure to register in violation of the TFPA
Utah Code § 13-26-3(1)

322. The TFPA requires sellers that engage in telephone solicitations to register annually with the Division before engaging in telephone solicitations. *Id.* § 13-26-3(1).

323. Action is a "seller" because it made telephone solicitations or caused telephone solicitations to be made. *Id.* § 13-26-2(8).

324. Action engaged in telephone solicitations because it solicited the sale of goods or services over the telephone. *Id.* § 13-26-2(10).

325. Action failed to register with the Division before engaging in telephone solicitations.

326. The Individual Defendants caused Action to engage in telephone solicitations and caused Action to fail to register with the Division.

PRAYER FOR RELIEF

WHEREFORE, the Division respectfully requests this Court enter a judgment in its favor and grant relief against Defendants as follows:

1. Declare that Defendants' acts and practices have violated the CSPA, Utah Code §§ 13-11-4, 13-11-4(2)(b), 13-11-4(2)(h), 13-11-4(2)(i), 13-11-4(2)(j), and 13-11-5; the CSPA

Rule, Utah Administrative Code R152-11-5(A)(9) and R152-11-5(11); and the TFPA, *id.*

§ 13-26-3(1);

2. Permanently enjoin Defendants and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of the Court's order, from violating the CSPA and TFPA under Utah Code sections 13-11-17(1)(b) and 13-26-8(3)(ii);

3. Order Defendant to pay actual damages to consumers who have complained to the Division, or will complain to the Division within a reasonable time after the date of this filing, according to Utah Code section 13-11-17(1)(c);

4. Order civil fines and penalties, as set forth by statute in accordance with Utah Code sections 13-11-17(1)(d), and 13-26-8(2), assessed for each instance of Defendants' conduct in violation of the CSPA or TFPA;

5. Award the Division the costs of this action, its investigation, and reasonable attorneys' fees in accordance with Utah Code section 13-11-17.5; and

6. Grant such further relief as the Court deems just and proper.

JURY DEMAND

The Division demands a trial by jury, by the maximum number of jurors permitted by law, for all claims triable by jury.

Dated this January 16, 2025.

Respectfully submitted,

DEREK E. BROWN

/s/ Stevenson Smith

Stevenson C. Smith

Alexandra Butler

Douglas Crapo

Assistant Attorneys General

*Attorneys for Plaintiff Utah Division of
Consumer Protection*