
**BEFORE THE DIVISION OF CONSUMER PROTECTION
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH**

IN THE MATTER OF:

**AUTOMOTIVE ELECTRICAL
ONLINE, LLC**, a Utah limited liability
company also doing business as **WIRING
HARNESS RESTORATION**;

JOHN GALT ESQUIRE, LLC, a Utah
limited liability company; and

DARREN MICHAEL FLINT, an
individual;

Respondents.

SETTLEMENT AGREEMENT

DCP Legal File No. CP-2017-093

DCP Case No. 95606

The Utah Division of Consumer Protection (Division), Automotive Electrical Online, LLC dba Wiring Harness Restoration, John Galt Esquire, LLC, and Darren Michael Flint (Respondents) enter into the following Settlement Agreement (Agreement).

1. **Identity of Respondents.** Automotive Electrical Online, LLC dba Wiring Harness Restoration is located at 459 E. High Berry Lane, Draper, UT 84020. John Galt Esquire, LLC is located at 6502 W. King Valley Rd., West Valley City, UT 84128. Darren Michael Flint is the sole owner and operator of the entities and trade names described above. At all times relevant, Flint was personally involved in the consumer transaction described in DCP Legal File No. CP-2017-093.
2. **Jurisdiction.** Respondents admit to the jurisdiction of the Division over the parties and over the subject matter of this action.
3. **Agency Action.** On December 22, 2017, the Division issued an Administrative Citation alleging respondents violated the *Utah Consumer Sales Practices Act* (CSPA), Utah Code § 13-11-1 *et seq.*

In June 2016, Respondents entered into an agreement to restore an automotive wiring harness for JD (see Appendix A). JD did not receive his wiring harness within the timeframe represented and filed a complaint with the Division, DCP Case No. 95605.

The citation alleged the following violations:

- i. One count under Utah Code § 13-11-4 (2)(l) for failing to deliver the goods or furnish the services within the timeframe represented;
- ii. Three counts under Utah Code § 13-11-4 (2)(r) for billing additional charges that were not previously agreed to by the consumer; and
- iii. One count under Utah Code § 13-11-4 (2)(i), or in the alternative, Utah Code § 13-11-4 (1), for impersonating a State of Utah investigator.

Each CSPA violation carries a maximum fine of \$2,500 per violation. As part of this Agreement, the Division assesses Respondents a fine of \$12,500. Pursuant to the terms herein, the Division agrees to suspend \$10,000 of the \$12,500 contingent on Respondents' compliance with the terms of this Agreement.

4. Obligations of the Division. The Division agrees to suspend the portion of the fine described in Section 3. The Division agrees to close its investigation of the violations listed in Section 3.

5. Obligations of Respondents. Respondents agree to perform in accordance with the following obligations:

- A. Upon execution of this Agreement, Respondents will return JD's wiring harness and will provide the tracking number to the Division. Respondents represent that the wiring harness has been fully restored.
- B. Upon execution of this Agreement, Respondents agree to:
 - i. Dismiss the current small claims lawsuit against JD and his wife (West Valley City Justice Court Case No. 178702702);
 - ii. Not threaten or file any future legal actions against JD, his wife, and/or their business related to the allegations and factual background referenced in this Agreement; and
 - iii. Cease any and all forms of communication with JD, his wife, and/or their business.
- C. Respondents shall pay the Division the unsuspended portion of the fine stipulated in Section 3 of this Agreement of \$2,500. The funds must be certified and made payable to "Utah Division of Consumer Protection" as follows: \$500 on or before the 10th of March, April, May, June and July 2018. Payments to be mailed to the Division at P.O. BOX 146704, Salt Lake City, UT 84114-6704.
- D. Respondents agree that they shall not make any knowingly disparaging, derogatory or other negative statement about the Department of Commerce, the Division, or any employees or other individual associated with the Department or Division related to the allegations in this case. Respondents agree to remove from the Internet any website containing disparaging, derogatory or other negative statements about the Department, the Division, or any employees or other individuals associated with the Department or Division related to this case.

- F. Respondents agree to cease and desist from:
- i. Failing to deliver goods or services within the timeframe represented, or if no timeframe is represented, within 30 days of purchase;
 - ii. Billing for additional items that were not previously agreed to by the consumer;
 - iii. Impersonating any government official; and
 - iv. Violating any statutes enforced by the Division as contained in Utah Code § 13-2-1.
6. Warranty. Respondents warrant that they are the proper parties, and have authority to enter into this settlement.
7. Waiver. Respondents voluntarily waive any right to have a hearing, present testimony, present evidence, comment on the issues, or seek agency or judicial review. Respondents also waive any claim or cause of action they may have, known or unknown, against the Division.
8. Breach of Agreement. If Respondents fail to comply with any of the terms of this Agreement, the Division may take any action authorized by law including, but not limited to, issuing a citation, opening or reopening an investigation, issuing a Notice of Agency Action, and scheduling an administrative hearing to determine whether a breach of this Agreement occurred. The waiver in paragraph 7 herein does not relate to any hearings arising under paragraph 8. If the presiding officer finds that a breach occurred, the Division may immediately enter an Order and demand payment of any fine, suspended and/or unsuspended, from Respondents and may also seek administrative and/or civil penalties arising from violations of the statutes listed in Utah Code § 13-2-1.
9. Specific Performance. In addition to other available remedies, Respondents acknowledge and agree that the Division may, upon breach of this Agreement, immediately seek enforcement of this Agreement by means of specific performance.
10. Non-Exclusion of Remedies. Failure to require compliance or to exercise any right shall not be constituted a waiver by the Division of said term, condition, and/or right and shall not affect the validity or enforceability of any provision of this Agreement.
11. Actions by Other Parties. This Agreement is between the Division and the Respondents, and does not affect the civil claims of other parties. In addition, this Agreement does not affect any enforcement action that might be brought by any local, state, or federal enforcement authority, including any enforcement action that might be brought by a criminal prosecutor.
12. Voluntary Nature of Settlement Agreement. Respondents agree to the provisions of this Agreement freely and voluntarily, without any undue influence of the Division.

13. Entire Agreement This document and any documents incorporated herein by reference constitute the entire agreement between the parties. This document supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this Agreement.
14. Facsimile or Electronic Signatures. A fully executed facsimile or electronic copy and/or photocopy of this Agreement are as legally enforceable and binding as the original Agreement.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
16. Legal Representation. Respondents acknowledge that they have the right to be represented by legal counsel. By signing this document, Respondents acknowledge they have either sought the advice of an attorney or have voluntarily chosen not to do so. Respondents have read and understand this Agreement.
17. Classification. Respondents acknowledge that this document, once executed, will be classified as a public document under the Utah Government Records Access and Management Act, Utah Code § 63G-2-101 *et seq.*

THIS AGREEMENT IS NON-BINDING UNTIL SIGNED BY THE DIVISION
DIRECTOR AND RESPONDENTS.

**AUTOMOTIVE ELECTRICAL
ONLINE, LLC DBA WIRING
HARNESS RESTORATION**

Signature: [Signature]

Printed
Name: DM Flint

Title: Managing Member

Dated this 3 day of June, 2018

**UTAH DIVISION OF CONSUMER
PROTECTION**

[Signature: Daniel R.S. O'Bannon]
DANIEL R.S. O'BANNON, DIRECTOR

Dated this 7 day of March, 2018

JOHN GALT ESQUIRE, LLC

Signature: [Signature]

Printed
Name: DM FLINT

Title: ~~SEF~~ Managing Member

Dated this 3 day of 6, 2018

DARREN MICHAEL FLINT,
Individually.



Dated this 3 day of 4, 2018

Appendix A

Consumer Name	Consumer Initials	City of Residence	State of Residence
JOHN [REDACTED]	JD	ST. PETE BEACH	FL.