

Utah Division of Consumer Protection  
160 East 300 South, Second Floor  
PO Box 146704  
Salt Lake City, UT 84114-6704

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

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**IN THE MATTER OF:**

**ROCKY MOUNTAIN CONCRETE  
AND CONSTRUCTION, LLC**, a Utah  
limited liability company; and

**FINAU LOMU**, also known as **FINAU  
"JOE" LOMU**, an individual, and as a  
member of **ROCKY MOUNTAIN  
CONCRETE AND CONSTRUCTION,  
LLC**;

**Respondents.**

**ORDER OF DEFAULT AND  
FINAL ORDER**

**DCP Legal File No. CP-2022-072  
DCP Case No. 131976**

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Rocky Mountain Concrete and Construction, LLC and Finau Lomu ("Respondents")  
have not participated in this adjudicative proceeding by failing to file a request for a hearing,  
after having been duly served with the Citation in this matter.<sup>1</sup> As a consequence thereof, the  
presiding officer enters the default of the Respondent pursuant to Utah Code § 63G-4-209(1)(a).  
Where Respondents have failed to timely contest and request a review of the Citation initiated by  
the Division of Consumer Protection (the "Division"), the Citation becomes the final order  
pursuant to Utah Code § 13-2-6(3)(f).

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<sup>1</sup> Pursuant to Utah Code § 63G-4-201(2)(b), service is made by regular U.S. mail or by email. The Citation in this matter was mailed by registered mail to the addresses referenced in the Certificate of Service. The Respondent communicated with the Division investigator after receiving the Citation on January 27, 2023 and wished to speak about settlement. No settlement was reached and the Respondent did not request a hearing.

The Division asserts the following:

1. Rocky Mountain Concrete and Construction, LLC is a Utah limited liability company registered with the Utah Division of Corporations and Commercial Code with a principal business address in Eagle Mountain, Utah.
2. Finau Lomu, also known as Finau "Joe" Lomu, is a resident of Utah, and a member of Rocky Mountain Concrete and Construction, LLC.
3. The business and individual identified above will be referred to collectively as the "Respondents".
4. The Respondents own and operate a home remodeling and construction business serving consumers in and around the Salt Lake area.
5. On or around March 31, 2022, a consumer signed a contract with Finau "Joe" Lomu ("Mr. Lomu") doing business as Rocky Mountain Concrete & Construction, LLC for remodeling work on his home and garage.
6. The total bid price for the remodeling job was \$53,000.00. The consumer paid 30% (\$15,900.00) via certified check to Mr. Lomu on March 31, 2022.
7. Mr. Lomu failed to begin work or to obtain the proper building permit, even after multiple requests from the consumer.
8. On or around May 16, 2022, the consumer requested proof that his down payment of 30% was used to purchase materials for the project, as the contract stated. Mr. Lomu refused this request.
9. In or around May 2022, the consumer requested a refund for his down payment from Mr. Lomu, which Mr. Lomu refused.

10. The estimated completion date of the job in the contract was June 3, 2022. The work had not begun by that date.
11. On July 1, 2022, the consumer filed a complaint with the Division because Mr. Lomu did not perform any work and refused to refund any money.

**COUNT 1**

12. Mr. Lomu knowingly or intentionally received \$15,900.00 from the consumer for remodeling work on the consumer's home.
13. Mr. Lomu did not begin work on the consumer's home.
14. The above actions violate the CSPA, Utah Code § 13-11-4(2)(1):

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

....

(1) after receipt of payment for goods or services, fails to ship the goods or furnish the services within the time advertised or otherwise represented or, if no specific time is advertised or represented, fails to ship the goods or furnish the services within 30 days, unless within the applicable time period the supplier provides the buyer with the option to:

(i) cancel the sales agreement and receive a refund of all previous payments to the supplier if the refund is mailed or delivered to the buyer within 10 business days after the day on which the seller receives written notification from the buyer of the buyer's intent to cancel the sales agreement and receive the refund; or

(ii) extend the shipping date to a specific date proposed by the supplier;

15. The above actions are alleged as one (1) violation of the above-referenced statute with a maximum potential fine of up to \$2,500.00 per violation.

**COUNT 2**

16. Mr. Lomu received a total of \$15,900.00 from the consumer for remodeling of his home. After Mr. Lomu failed to begin the project, the consumer made a valid request for a refund of money paid to Mr. Lomu. No refund was made by Mr. Lomu.
17. The above actions violate the CSPA Rule, Utah Admin. Code R152-11-10(C):

C. It shall be a deceptive act or practice in connection with a consumer transaction for a supplier who has accepted a deposit and has received from the consumer within a reasonable time a valid request for refund of the deposit to fail to make the refund within 30 calendar days after receipt of such request.

18. The above actions are alleged as one (1) violation of the above-referenced rule, with a maximum potential fine of up to \$2,500.00 per violation.

### ORDER

The Respondents are ordered to cease and desist from any act in violation of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 *et seq.*

**Pursuant to Utah Code § 13-2-6(2), a person who has notice of this final cease and desist order and intentionally violates any provision contained therein is guilty of a third degree felony.**

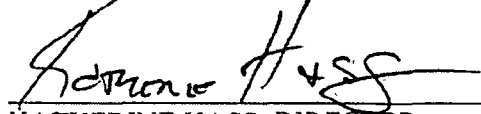
Rocky Mountain Concrete and Construction, LLC and Finau Lomu are jointly and severally liable and assessed and ordered to pay an administrative fine in the amount of \$5,000 for two violations of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 *et seq.*

This fine may be filed and entered with the appropriate court as a civil judgment.

This order shall be effective on the signature date below.

DATED: 7/31/22

UTAH DIVISION OF CONSUMER PROTECTION

  
KATHERINE HASS, DIRECTOR

## NOTICE

**Pursuant to Utah Code § 63G-4-209, a defaulted party may seek to have the agency set aside the default order, and any order in the adjudicative proceeding issued subsequent to the default order, by following the procedures outlined in the Utah Rules of Civil Procedure. A motion to set aside a default and any subsequent order shall be made to the presiding officer.**

**A defaulted party may seek agency review under Utah Code § 63G-4-302, only on the decision of the presiding officer on the motion to set aside the default.**

**CERTIFICATE OF SERVICE**

I certify that I have this day: 8/1/2023, served the foregoing document on the parties of record in this proceeding set forth below by mailing a copy thereof, properly addressed by first class mail, to:

ROCKY MOUNTAIN CONCRETE AND CONSTRUCTION, LLC

[REDACTED]

FINAU LOMU

[REDACTED]

And by email to:

[REDACTED]

and by email to the Division at:

Adam Watson, Chief investigator  
[awatson@utah.gov](mailto:awatson@utah.gov)

Kim Wheeler, Administrator  
[dcplegal@utah.gov](mailto:dcplegal@utah.gov)

/s/ Nathaniel Gallegos