

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

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

IN THE MATTER OF:

**TECHNIQUE CONSTRUCTION
SERVICES LLC**, a Utah limited liability
company;

MARK DALTON, an individual, and as
a manager of **TECHNIQUE
CONSTRUCTION SERVICES LLC**;

Respondents.

FINAL DEFAULT ORDER

**DCP Legal File No. CP-2022-071
DCP Case No. 132437**

Technique Construction Services LLC and Mark Dalton (“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.¹ 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).

¹ 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. On December 20, 2022, the Division Investigator sent the citation to the Bountiful address by regular and certified mail as well as email and neither bounced back to the Division as undeliverable. On July 25, 2023, the Division investigators went to Mark E Dalton’s address at [REDACTED] Utah and were told that Mr. Dalton does not live there and the new resident just bought the house in April of 2023. The Division investigators verified with the Davis County Recorder’s Office that the house just purchased by a new owner, Lisa Ann Cannell, in April of 2023.

The Division asserts the following:

1. Technique Construction Services LLC (“TCS”) is a Utah limited liability company with a registered address in Bountiful, Utah.
2. Mark Dalton (Mr. Dalton) is the sole manager of TCS.
3. Mr. Dalton and TCS will be referred to collectively as Respondents.
4. At all times relevant to this citation, Respondents operated a construction company.
5. On or about July 14, 2021, a consumer contracted with Respondents to tear down an old deck and build a new one, and to remove old siding from the house and replace it with new siding for \$48,761.10.
6. The contract required a 50% deposit before Respondents could start the project.
7. On or about July 14, 2021, the consumer gave Mr. Dalton a personal check in the amount of \$24,380.55.
8. The Respondents started working on the project in or around late September 2021 after the consumer called Respondents several times.
9. In or around the first part of December 2021, Mr. Dalton went to the consumer’s home and told him that the original siding was not available. Mr. Dalton recommended an upgrade for \$6,200.00 and the consumer agreed to pay for the upgrade.
10. The consumer made three more payments to Respondents in the amount of \$675.00, \$3,862.50 and \$5,900.00.
11. In or around the end of April 2022, Respondents stopped showing up to the consumer’s home to work.
12. On or about June 15, 2022, the consumer contacted Respondents and spoke with Mr. Dalton. The consumer asked Mr. Dalton when Respondents would finish the project.

Mr. Dalton said that they would be at the consumer's home soon, but did not give any specific date or time.

13. For the next several weeks, the consumer contacted Respondents to find out when they would finish the project. The consumer spoke with Mr. Dalton and Mr. Dalton always gave an excuse as to why they could not finish the project.
14. The Respondents only completed installing siding to the square where the walls meet the eaves, some of the framing on the deck and some footings for the deck.
15. On or about August 16, 2022, the consumer contacted Respondents and requested a refund.
16. To date, the consumer paid Respondents a total of \$41,018.05. Respondents did not finish the project. Respondents did not refund the consumer for the work that they did not do.

COUNT 1

17. Respondents knowingly or intentionally received a total payment of \$41,018.05 from the consumer to build a new deck and new siding for the house, then failed to fully furnish the services.
18. The above actions violate the Utah Consumer Sales Practices Act ("CSPA"), Utah Code § 13-11-4(2)(I):

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

(I) 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;

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

COUNT 2

20. Respondents accepted a total payment of \$41,018.05 from the consumer.
21. Respondents received a valid refund request from the consumer for work that was not finished. Respondents never issued a refund.
22. The above actions violate the CSPA Rule, Utah Admin. Code R152-11-10(B)(2):

(B) It shall be a deceptive act or practice in connection with a consumer transaction when the consumer can provide a reasonable proof of purchase from a supplier for the supplier to refuse to give refunds for:

....

(2) Non-used, non-damaged or non-defective products unless: (a) Such non-refund, exchange or credit policy, including applicable restocking fee, is clearly indicated by:

- (i) a sign posted at the point of display, the point of sale the store entrance;
(ii) adequate verbal or written disclosure if the transaction occurs through the mail, over the telephone, via facsimile, machine, via e-mail, or over the Internet; or
(iii) a clear and conspicuous statement on the first or front page of any sales document or contract at the time of the sale.

Or, in the alternative, 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.

23. The above actions are alleged as one 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.

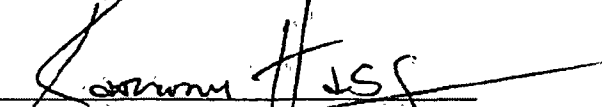
Technique Construction Services LLC and Mark Dalton are jointly and severally liable and assessed and ordered to pay an administrative fine in the amount of \$5,000 for two violations of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 *et seq.*

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: 7/31/23

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: 8/1/2025, 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:

TECHNIQUE CONSTRUCTION SERVICES LLC

[REDACTED]

PATTIE S CHRISTENSEN

[REDACTED]

MARK DALTON

[REDACTED]

And by email:

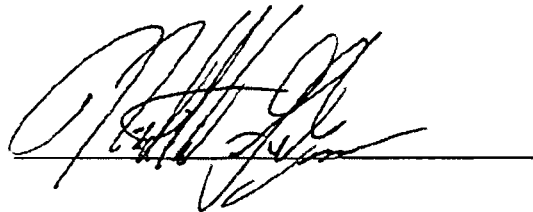
[REDACTED]

and by email to the Division at:

Ao Pauga, Investigator
apauga@utah.gov

Adam Watson, Chief investigator
awatson@utah.gov

Kim Wheeler, Administrator
dcplegal@utah.gov



A handwritten signature in black ink, appearing to read 'Kim Wheeler', is written over a horizontal line.