

Utah Division of Consumer Protection  
160 East 300 South, Second Floor  
PO Box 146704  
Salt Lake City, UT 84114-6704  
PH. (801) 530-6601/FAX (801) 530-6001

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

**IN THE MATTER OF:**

**EPR MOTORSPORTS LLC**, a Utah  
limited liability company; and

**SCOTT GARLOCK**, an individual, and  
as an owner, and member of **EPR  
MOTORSPORTS LLC**;

**Respondents.**

**FINAL DEFAULT ORDER**

**DCP Legal File No. CP-2023-005  
DCP Case No. 131487**

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EPR Motorsports LLC and Scott Garlock (“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

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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. On January 30, 2023, the Division Investigator issued the Citation against Respondents with service to EPR Motorsports' business address in Orem, UT, Scott Garlock's home address in Saratoga Springs, UT, and Scott Garlock's email address, [scott@eprmotorsports.com](mailto:scott@eprmotorsports.com). Garlock had used the email address to communicate with the Division about the complaint prior to the citation being issued. The copies sent by Certified Mail and First Class Mail to EPR Motorsports were returned to the Division, with no forwarding address. The copies sent by Certified Mail and First Class Mail to Scott Garlock at his residence were returned with a forwarding address in Texas: [REDACTED] Fort Worth, TX 76137. On February 9, 2023, Scott Garlock contacted the Investigator by telephone to discuss the Citation. The Investigator requested copies of additional documentation from Garlock, and the Investigator sent Garlock an email memorializing the conversation. The Investigator received no response from Garlock. On April 14, 2023, the Investigator sent Garlock another email asking that he follow up with me to potentially settle the matter, or to at least request a hearing by no later than April 21, 2023. The Investigator received no response from Garlock.

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).

The Division asserts the following:

1. EPR Motorsports LLC is a Utah limited liability company with a principal place of business at [REDACTED] Orem, UT 84058.
2. Scott Garlock is the owner and a member of EPR Motorsports LLC, and resides in Utah County, Utah. The individual and business identified above will be referred to collectively as "Respondents."
3. Respondents provide repair services for European vehicles, including sourcing and acquiring old and discontinued parts for those vehicles.
4. On or about April 11, 2021, Respondent Garlock accepted \$800 from a consumer for parts needed to restore the consumer's vehicle back to working condition.
5. Respondents failed to ship or otherwise provide the ordered parts to the consumer.
6. On or about October 1, 2021, the consumer requested a refund directly from Respondent Garlock.
7. On or about May 2, 2022, and only after the Division became involved, Respondents provided a partial refund of \$500 to the consumer.
8. Respondents have failed to provide the remaining refund of \$300 to the consumer.

**COUNT 1**

9. After knowingly or intentionally accepting \$800 from a consumer as payment for a consumer transaction, Respondents failed to furnish any of the goods to the consumer.

10. The above actions violate the Utah Consumer Sales Practices Act (“CSPA”), Utah Code § 13-11-4(2)(f):

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

...

(f) 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;

11. The above actions are alleged as one violation of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.

## COUNT 2

12. After receiving a valid refund request from a consumer, Respondents failed to make a full refund to the consumer.

13. The above actions violate the CSPA Rule, Utah Admin. Code R152-11-10:

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.

14. The above actions are alleged as one violation of the above-referenced statute, with a maximum potential fine of up to \$2,500 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.**

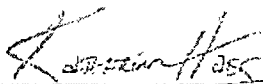
EPR Motorsports LLC and Scott Garlock are jointly and severally liable and assessed and ordered to pay an administrative fine in the amount of \$5,000 for two violations of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 *et seq.*

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: August 10, 2023

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: 8/11/2023, 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:

Scott Garlock

[REDACTED]

Fort Worth, TX 76137

And by email to: scott@eprmotorsports.com

and by email to the Division at:

Holt Terburg, Investigator

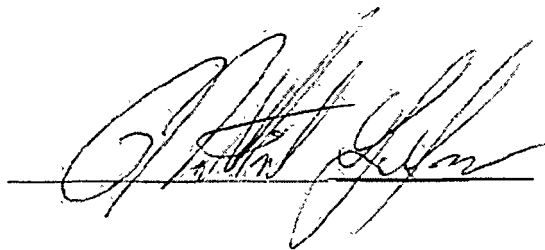
hterburg@utah.gov

Adam Watson, Chief investigator

awatson@utah.gov

Kim Wheeler, Administrator

deplegal@utah.gov



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