

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

IN THE MATTER OF: SOLGEN CONSTRUCTION LLC , a limited liability company doing business as CORE ENERGY GROUP ; and TYSON COLE FARMER , an individual, and as an owner, officer, and principal of SOLGEN CONSTRUCTION LLC ; <p style="text-align: center;">Respondents.</p>	SETTLEMENT AGREEMENT DCP Legal File Nos. CP-2022-030 & CP-2023-019 DCP Case Nos. 125673, 131169, 132538, 133016, 141681, 142437, 143121 & 145126
--	---

The Utah Division of Consumer Protection (Division), Solgen Construction LLC doing business as Core Energy Group, and Tyson Cole Farmer (Respondents) enter into the following Settlement Agreement (Agreement) in exchange for good and valuable consideration the adequacy of which is hereby acknowledged.

1. Identity of Respondents.
 - a. Solgen Construction LLC (Solgen) is a Utah limited liability company with a business address of 1011 West 400 North, Suite 110, Logan, Utah 84321. Solgen also does business as Core Energy Group.
 - b. Tyson Cole Farmer (Mr. Farmer) is a resident of Utah, and the president and sole officer of Solgen.
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 or about, July 22, 2022, Respondents entered into a Settlement Agreement with the Division. Mr. Farmer signed the Settlement Agreement on Solgen's behalf, listing himself as "Owner." Mr. Farmer agreed to cease and desist from violating any statutes enforced by the Division. More specifically, Mr. Farmer agreed to cease and desist from accepting payment and then not delivering the goods or services within the timeframe represented, or within 30 days if no timeframe is represented.

On March 14, 2023, the Division issued an Administrative Citation (Citation) that alleged Respondents violated the *Utah Consumer Sales Practices Act* (CSPA), Utah Code § 13-

11-1 *et seq.* and the *Residential Solar Energy Disclosure Act* (RSEDA), Utah Code § 13-52-101 *et seq.* while the Settlement Agreement was in place.

On March 14, 2023, the Division also issued a Notice of Agency Action for Respondents' failure to comply with terms of the July 22, 2022 Settlement Agreement.

After the Citation was issued, the Division received three additional consumer complaints. During the investigation, the Division issued a subpoena for Respondents' records. The subpoenaed records show that at least 212 other Utah consumers entered into a solar agreement with Respondents and did not receive the required disclosure statement. Of the 212 consumers, at least 27 consumers received solar panels but did not have a functional system within the represented time frame or 30 days.

The Citation alleged the following violations:

- a. Three violations of Utah Code § 13-11-4(2)(1) for knowingly or intentionally receiving payment, then failing to furnish services;
- b. Three violations of Utah Code § 13-11-4(2)(a) for knowingly or intentionally representing in the solar agreements that the consumers would receive Exhibits C and D to the respective agreements, then failing to provide the Exhibits;
- c. One violation of Utah Code § 13-11-4(2)(j)(ii) for knowingly or intentionally representing the solar agreement included a 10-year limited roof warranty, then failing to honor the warranty;
- d. Two violations of Utah Code § 13-11-4(2)(a) for knowingly or intentionally representing the solar systems would be code compliant, and meet all local and governmental requirements, then failing to make necessary changes for code compliance or notify the utility as required;
- e. Two violations of Utah Code § 13-11-4(2)(a) for knowingly or intentionally representing in the solar agreements that the contractor would obtain all necessary permits, then failing to obtain the necessary permits;
- f. One violation of Utah Code § 13-11-4(1) for representing to the consumer that they were leasing the solar panels when in fact, a loan had been arranged for the consumer to purchase the solar system; and
- g. Three violations of Utah Code § 13-52-202 for failing to include the required disclosure statement in the solar agreement;

The Division also alleges the following violations from information obtained after the Citation was issued:

- a. 27 violations of Utah Code § 13-11-4(2)(l) for knowingly or intentionally receiving payment, then failing to furnish services;
 - b. Three violations of Utah Code § 13-11-4(2)(a) for knowingly or intentionally representing in the solar agreements that the consumers would receive Exhibits C and D to the respective agreements, then failing to provide the Exhibits to consumers; and
 - c. 212 violations of Utah Code § 13-52-202 for failing to include the required disclosure statement in the solar agreement;
4. Division Obligations.
- a. The Division imposes a fine of \$10,000.00 for Respondents' breach of the July 22, 2022 Settlement Agreement.
 - b. The Division may impose a maximum fine of \$2,500.00 for each violation of the CSPA and RSEDA.
 - i. As part of this Agreement, the Division imposes a fine of \$642,500.00 against Respondents party to this Agreement.
 - ii. As part of this Agreement, the Division agrees to suspend \$592,500.00 of the \$642,500.00 contingent on Respondents' compliance with the terms of this Agreement.
5. Respondents' Obligations.
- a. Respondents shall pay the Division the fine stipulated in Section 4(a) of this Agreement of \$10,000.00 for the breach of the July 22, 2022 Settlement Agreement. The funds must be certified and made payable to "Utah Division of Consumer Protection." This fine payment is due immediately upon signing this agreement.
 - b. Respondents shall pay the Division the unsuspended portion of the fine stipulated in Section 4(b) of this Agreement of \$50,000.00. The funds must be certified and made payable to "Utah Division of Consumer Protection." The fine shall be made in 10 payments of \$5,000.00, which shall be delivered to the Division according to the following schedule:
 - i. \$5,000.00 due September 20, 2023;
 - ii. \$5,000.00 due October 20, 2023;
 - iii. \$5,000.00 due November 20, 2023;
 - iv. \$5,000.00 due December 20, 2023;

- v. \$5,000.00 due January 20, 2024;
- vi. \$5,000.00 due February 20, 2024;
- vii. \$5,000.00 due March 20, 2024;
- viii. \$5,000.00 due April 20, 2024;
- ix. \$5,000.00 due May 20, 2024; and
- x. \$5,000.00 due June 20, 2024.

c. Within 120 days of the execution of this Agreement, Respondents shall have all work completed on the executed Utah contracts, which includes but is not limited to obtaining Permission to Operate (PTO) from the utility. Additionally, Respondents agree to reimburse each consumer for any loan payments made from the time of installation until PTO is granted.

d. Respondents agree to cease and desist from:

- i. Violating Utah Code § 13-11-1 *et seq.*
- ii. Violating Utah Code § 13-52-101 *et seq.*
- iii. Violating any statute 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 Agreement. An individual signing this Agreement on behalf of a Respondent warrants that he or she has authority to bind that Respondent.

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, without limitation: 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.

9. Specific Performance. In addition to other available remedies, Respondents acknowledge and agree that the Division may, upon Respondents' breach of this Agreement, seek relief in the form of specific performance.

10. Non-Exclusion of Remedies. Failure to require compliance or to exercise any right shall not constitute waiver by the Division, 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 action that could be taken by any local, state, or federal authority, including criminal prosecution.
12. Voluntary Nature of Settlement Agreement. Respondents agree to the provisions of this Agreement knowingly, freely, and voluntarily, and free from undue influence by 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 concerning the violations alleged in Section 3. 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. Severability. If one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect or for any reasons, such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had not been included in this Agreement.
18. Classification. Respondents acknowledge that this document, once executed, will be classified as a public document pursuant to the *Government Records Access and Management Act*, Utah Code § 63G-2-101 *et seq.*

**THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY THE DIVISION
DIRECTOR AND RESPONDENTS.**

**SOLGEN CONSTRUCTION LLC, doing
business as CORE ENERGY GROUP**

Signature: _____

Printed
Name: Cole Farmer

Title: Owner

Dated this 21 day of Aug, 20 23

TYSON COLE FARMER, Individually

Signature: _____

Dated this 21 day of August, 2023

**UTAH DIVISION OF CONSUMER
PROTECTION**

KATHERINE HASS, DIRECTOR

Dated this 21 day of August, 2023