

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:

**DANNY'S VINYL POOLS LLC, a
Utah limited liability company;**

**LEONARDO DANIEL SANDOVAL
PADILLA, individually, and as an
owner, officer, member, and principal of
DANNY'S VINYL POOLS LLC;**

Respondents.

FINAL DEFAULT ORDER

**DCP Legal File No. CP-2023-050
DCP Case No. 133049**

Danny's Vinyl Pools LLC and Leonardo Daniel Sandoval Padilla, ("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 Respondents 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 September 1, 2023, service was rendered on the entity and the individual Respondents at the West Valley City, Utah address denoted in the certificate of service on the Administrative Citation. There were signed receipts on the certified mail for both Citations served at that address.

The Division asserts the following:

1. Respondent Danny's Vinyl Pools LLC is an expired Utah limited liability company with a registered address of [REDACTED] West Jordan, UT 84081. Danny's Vinyl Pools LLC's registration with the Utah Division of Corporations and Commercial Code ("UDCCC") has been expired since September 15, 2020.
2. Leonardo Daniel Sandoval Padilla ("Mr. Sandoval") is an owner and a member of Danny's Vinyl Pools LLC.
3. The individual and business identified above will be referred to collectively as "Respondents."
4. At all times relevant to this Citation, Respondents operated a construction company.

BACKGROUND AND INFORMATION

5. On or about August 13, 2021, two consumers who are residents of Utah County, entered into a contract with Respondents to build a vinyl pool.
6. The contract with Danny's Vinyl Pools totaled \$67,000 and required a \$10,000 down payment to begin. The contract outlined the payment schedule, including 25% due after excavation (\$16,750), 50% due on delivery of pool equipment (\$33,500), 20% due after installation of coping (\$13,400), and 5% due on the remaining pool equipment delivery (\$3,350).
7. At all times relevant to the transaction, Mr. Sandoval acted as the owner of Danny's Vinyl Pools LLC and communicated with the consumers on a regular basis regarding their pool. Mr. Sandoval approved and oversaw the project.

8. Respondents represented in the contract that they were licensed and bonded, however, the license number provided was revoked by the Division of Professional Licensing on June 26, 2019.
9. On or about August 13, 2021, the consumers paid the company a \$10,000 deposit by check.
10. On or about October 08, 2021, the consumers paid Mr. Sandoval \$3,800 via Venmo for a “diving board.”
11. On or about October 20, 2021, Respondents requested \$4,000 for “excavation.” The consumers paid Mr. Sandoval \$4,000 via Venmo.
12. On or about October 25, 2021, Respondents requested additional payment for the excavation. The consumers paid the company \$10,250.00 by check.
13. On or about June 01, 2022, Respondents requested a payment of \$5,000. The consumers paid Respondents \$3,000 and \$2,000 in separate payments via Venmo.
14. In or around June 2022, Respondents had cement poured and asked for another payment. The consumers refused to provide another payment as they had already paid Respondents a total of \$33,050.
15. The consumers would not agree to make additional payments because Respondents had not delivered pool equipment, and they had already paid Respondents more than Respondents were due according to the contract.
16. Respondents stopped communication with the consumers and refused to finish the work.
17. To date, the consumers have paid Respondents a total of \$33,050, but Respondents have not returned to finish the pool or deliver pool equipment.

18. To date, Respondents have not provided the diving board for which the consumers paid Respondents \$3,800.

COUNT 1

19. Respondents knowingly or intentionally received payments totaling \$33,050 from the consumers but failed to ship goods and furnish services as Respondents represented in the contract with the consumers.
20. 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;

21. 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

22. Respondents knowingly or intentionally received a payment of \$3,800 from the consumers for a diving board, then failed to ship the goods in the time represented or within 30 days.

23. The above actions violate the CSPA, Utah Code § 13-11-4(2)(l):

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

...

(l) 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;

24. 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 3

25. Respondents knowingly or intentionally represented in the contract to the consumer that they were licensed and insured contractors. Respondents' license was revoked two years prior to the transaction with the consumers.

26. The above actions violate the CSPA, Utah Code § 13-11-4(2)(i) which states:

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

...

(i) indicates that the supplier has a sponsorship, approval, or affiliation the supplier does not have.

27. 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.

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.

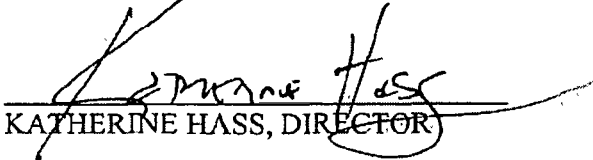
Danny's Vinyl Pools LLC and Leonardo Daniel Sandoval Padilla are jointly and severally liable and assessed and ordered to pay an administrative fine in the amount of \$7,500 for three (3) violations of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 *et seq.*

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: 21 SEP 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: 9/22/2023, 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:

DANNY'S VINYL POOLS LLC

[REDACTED]
WEST VALLEY CITY UT 84119

LEONARDO DANIEL SANDOVAL PADILLA

[REDACTED]
WEST VALLEY CITY UT 84119

And by email:

LEONARDO DANIEL SANDOVAL PADILLA

And by email to the Division at:

Michelle Tovar, Investigator
mtovar@utah.gov

Adam Watson, Chief investigator
awatson@utah.gov

Kim Wheeler, Administrator
dcplegal@utah.gov

