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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:**

**COLARUSSO VENTURES, LLC**, a Utah  
limited liability company doing business as  
**ELAN SOLAR**; and

**KEVIN COLARUSSO**, individually, and as  
an owner, officer, and principal of  
**COLARUSSO VENTURES, LLC**;

**Respondents.**

**SETTLEMENT AGREEMENT**

**DCP Legal File No. CP-2022-031 & CP-  
2024-025**

**DCP Case Nos. 130965, 131364,  
132677, et. al<sup>1</sup>**

The Utah Division of Consumer Protection (the "Division"), Colarusso Ventures, LLC doing business as Elan Solar, and Kevin Colarusso ("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. Colarusso Ventures, LLC is a Utah limited liability company with a business address of 504 W. 800 N., Orem, Utah 84057.
- b. Colarusso Ventures, LLC also does business as Elan Solar at 504 W. 800 N., Orem, Utah 84057.
- c. Kevin Colarusso is an individual residing in Provo, Utah.
- d. Kevin Colarusso was the sole owner and Chief Executive Officer of Colarusso Ventures, LLC.

2. Jurisdiction. Respondents admit to the jurisdiction of the Division over the parties and over the subject matter of this action.

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<sup>1</sup> 132688, 132697, 132699, 133173, 140632, 141080, 141770, 142088, 142124, 142595, 142622, 143008, 143026, 143400, 143708, 144383, 144388, 144422, 144481, 144485, 144706, 144739, 145062, 145093, 145129, 145258, 145993, 146688, 147118, 148258, 148938, 149673, 150364, 150728, 150982, 151069, 151284, 151334, 151341, 151348, 151350, 151353, 151466, 151477, 151526, 151587, 151629, 151728, 151766, 151803, 151821, 151824, 151826, 151925, 151970, 152028, 152093, 152308, 152413, 152449, 152516, 152526, 153322, 153345, 153412, 153483, 153639, 153720, 153903, 153906, 153921, 154091, 154127, 154212, 154318, 154631, 154657, 154667, 154934, 155115, 155447, 155677, 155759, 156562, 156816, 157218, 157557

3. Agency Action.

- a. The Division entered into two previous settlement agreements with Colarusso Ventures, LLC in 2022 for violations of the *Residential Solar Energy Disclosure Act* (RSEDA), Utah Code § 13-52-101 *et seq.*, the *Utah Consumer Sales Practices Act* (CSPA), Utah Code § 13-11-1 *et seq.*, and the *Utah Consumer Sales Practices Act Rule* (CSPA Rule), Utah Admin. Code R152-11-1 *et seq.*
- b. On March 1, 2024, the Division issued an Administrative Citation ("Citation") against Respondents, alleging 1,109 violations of the RSEDA for failing to provide the required disclosures to Utah consumers.
- c. On March 1, 2024, the Division also issued a Notice of Agency Action ("NOAA") for Respondents' breach of the previous July 2022 settlement agreement with the Division.
- d. On March 13, 2024, the Division filed a Complaint in the Third Judicial District Court alleging violations of the CSPA and the CSPA Rule against Respondents. *Utah Division of Consumer Protection v. Colarusso Ventures, LLC et al.*, No. 240902052 (Utah 3d. Dist. Ct. filed Mar. 13, 2024).
- e. On June 6, 2024, an administrative proceeding was held for the RSEDA violations alleged in the Citation and NOAA. It was determined that Respondents violated the RSEDA and breached the July 2022 settlement agreement. The presiding officer imposed a \$1,761,250 administrative fine on Respondents. Agency review of this order has been stayed while settlement negotiations have been ongoing between parties.

4. Division Obligations.

- a. The Division may impose a maximum fine of \$2,500 for each violation of the RSEDA. Utah Code § 13-52-301(1)(c). As part of this Agreement, the Division imposes a fine of \$500,000 against Respondents for the RSEDA violations. The Division agrees to suspend \$260,000 of the \$500,000 contingent on Respondents' compliance with the terms of this Agreement.
- b. The Division may impose a maximum fine of \$2,500 for each violation of the CSPA and the CSPA Rule. As part of this Agreement, the Division imposes a fine of \$250,000 against Respondents for the CSPA violations. The Division agrees to suspend \$250,000 of the \$250,000 contingent on Respondents' compliance with the terms of this Agreement.
- c. The Division agrees to stay District Court Case No. 240902052 until Respondents complete all payments outlined in Section 5 of this Agreement.

Once Respondents make all payments to the Division, Case No. 240902052 will be dismissed with prejudice.

5. Respondents' Obligations.

- a. Respondents shall pay the Division the unsuspended portion of the fine stipulated in Section 4a of this Agreement in the amount of \$240,000. The funds must be certified and made payable to "Utah Division of Consumer Protection." The fine shall be made in monthly payments of a minimum of \$2,000 for the next ten years, beginning on April 1, 2025.
- b. If Respondents pay the Division \$150,000 no later than December 31, 2025, the Division will waive the remaining \$90,000 of the unsuspended portion of the fine stipulated in Section 4a of this Agreement.
- c. Respondents agree that the Division reserves the right and discretion to distribute any collected fine payments to consumers who contracted with Respondents.
- d. Respondents agree to refrain from owning, operating, or acting as a member or manager of any solar energy company in the state of Utah.
- e. Respondents agree that the financial information provided to the Division is true and accurate.
- f. Respondents agree to cooperate with any future Division investigations related to the solar industry.
- g. Respondents agree to cease and desist from violating any statutes enforced by the Division as contained in Utah Code § 13-2-1, including the CSPA and RSEDA.

6. Scope of Agreement. The Division and Respondents agree that this Agreement resolves this matter only with respect to the specific conduct described in Section 3 of this Agreement. This Agreement does not resolve, and the Division does not waive, any claim or cause of action the Division may have against Respondents that may arise from Respondents' conduct that is not specifically described in Section 3 of the Agreement.

7. 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.

8. 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.

9. 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, scheduling an administrative hearing to determine whether a breach of this Agreement occurred, and collecting any fine suspended by this Agreement.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.**

COLARUSSO VENTURES, LLC, doing  
business as ELAN SOLAR

UTAH DIVISION OF CONSUMER  
PROTECTION

Signature: \_\_\_\_\_

Printed  
Name: Kevin Colarusso

Title: N/A

\_\_\_\_\_  
KATHERINE HASS, DIRECTOR

Dated this 31 day of January, 2025

Dated this 31 day of January, 2025

KEVIN COLARUSSO, Individually

Signature: \_\_\_\_\_

Dated this 31 day of January, 2025