

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

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

IN THE MATTER OF:

RICARDO RANGEL ALANIS, an individual
also doing business as **UTAHS ARTIFICIAL
GRASS LTD;**

Respondent

**ORDER OF DEFAULT AND
FINAL ORDER**

**DCP Legal File No. CP-2023-024
DCP Case Nos. 132572, 132648,
154125**

The Respondent has not participated in this adjudicative proceeding by failing to file a request for a hearing after proper service of the Citation in this matter.¹ As a consequence thereof, the presiding officer enters the default of the Respondent pursuant to Utah Code Ann. § 63G-4-209(1)(a). Where the Respondent fails 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 Ann. § 13-2-6(3)(e).

The Division hereby finds:

¹ Pursuant to U.C.A. §63G-4-201(2)(b), service is made by postage prepaid, first class U.S. mail and certified U.S. Mail, return receipt requested to the addresses listed in the Certificate of Service. First class mail was not returned as undeliverable and certified mail was signed for by Mr. Alanis.

1. Ricardo Rangel Alanis (Respondent) is a resident of West Jordan, Utah, and does business as Utahs Artificial Grass Ltd, an expired entity formerly registered with the Utah Division of Corporations and Commercial Code.
2. At all times relevant to this Citation, Respondent provided artificial turf services to consumers in Utah.

CONSUMER A

3. On May 10, 2022, Consumer A entered into an agreement with Respondent for the installation of artificial grass in Consumer A's front yard, for a total price of \$8,170.00.
4. Per the agreement, work would begin May 23, 2022, and would be completed by May 27, 2022.
5. Per the agreement, there was a 5-year guarantee on the services performed by Respondent, and a 16-year guarantee on the turf.
6. On or about May 23, 2022, Respondent began the installation of the artificial grass.
7. On or about June 1, 2022, Respondent completed the installation.
8. On June 9, 2022, Consumer A contacted Respondent via text message expressing some concerns with the artificial grass installation and to set a date for warranty repairs. Respondent affirmed to Consumer A, "Ok I can do that."
9. On June 13, 2022, Consumer A contacted Respondent again via text message requesting that Respondent come to Consumer A's residence to discuss the concerns

with the artificial grass installation. Respondent represented he would go to Consumer A's residence the following day at 6:00 PM.

10. Respondent did not show up the following day to provide services as previously represented.

11. On or about June 29, 2022, Respondent went to Consumer A's residence and represented verbally to Consumer A that they would repair the artificial grass on July 5, 2022.

12. Respondent did not show up on July 5, 2022.

13. On July 5, 2022, Consumer A sent a text message to Respondent inquiring if the work was going to be done another day. Respondent told Consumer A that his children were sick.

14. On July 18, 2022, Consumer A sent a text message to Respondent inquiring when the repair services would take place.

15. On August 8, 2022, Consumer A sent another text message to Respondent inquiring when the repair services would take place.

16. On August 10, 2022, Consumer A sent a text message to Respondent expressing her frustrations and requesting a resolution.

17. To date, Respondent has not provided any warranty services to Consumer A.

CONSUMER B

18. On August 17, 2022, Consumer B entered into an agreement with Respondent for a custom putting green installation, for a total price of \$9,500.00.

19. Per the agreement, work would begin August 17, 2022. No completion date was represented in the agreement.
20. On August 18, 2022, Consumer B paid Respondent \$4,750.00 via check.
21. On or about August 29, 2022, Respondent began work at Consumer B's home.
22. On August 31, 2022, Consumer B paid Respondent \$1,000.00 via check.
23. After September 2, 2022, Respondent did not return to Consumer B's residence.
24. On or about October 1, 2022, Consumer B contacted Respondent via text message to inquire about finishing the job or providing a refund. Respondent did not respond.
25. On or about October 3, 2022, Consumer B contacted Respondent via text message to inquire about finishing the job or providing a refund. Respondent did not respond.
26. On or about October 4, 2022, Consumer B contacted Respondent via text message to inquire about finishing the job or providing a refund. Respondent did not respond.
27. On or about October 5, 2022, Consumer B contacted Respondent via text message to inquire about finishing the job or providing a refund. Respondent did not respond.
28. To date, Respondent has not fulfilled the agreement with Consumer B for the custom putting green installation, nor has Respondent provided a refund to Consumer B as requested.

CONSUMER C

29. On or around April 17, 2024, Consumer C entered into an agreement with Respondent for pavers and cement installation.
30. On April 18, 2024, Consumer C paid Respondent \$4,680.32 via Venmo.
31. On April 23, 2024, Consumer C paid Respondent \$8,452.00 via check.
32. Respondent represented via text to Consumer C that work will begin the week of May 6, 2024.
33. On or around May 16, 2024, Consumer C contacted Respondent via text message to inquire about refunding the deposits as no work has been done. Respondent represented they would fully refund Consumer C.
34. To date, Respondent has not fulfilled the agreement with Consumer C for pavers and cement installation, nor has Respondent provided a refund to Consumer C as requested.

COUNT 1

35. Respondent knowingly or intentionally represented to Consumer A that there was a warranty on the artificial grass work performed, and then failed to honor the warranty.
36. The above actions violate the CSPA, Utah Code § 13-11-4(2)(j)(ii):
- (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:
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- (j) (ii) fails to honor a warranty or a particular warranty term;
37. **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.**

COUNTS 2 and 3

38. Respondent knowingly or intentionally received \$5,750.00 from Consumer B for a custom putting green installation, and then failed to furnish the goods or services.

39. Respondent knowingly or intentionally received \$13,132.32 from Consumer C for pavers and cement installation, and then failed to furnish the goods or services.

40. 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;

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

COUNT 4

42. Respondent represented to Consumer C that he would provide a full refund. Respondent did not provide any refund.

43. The above actions violate the CSPA, Utah Code § 13-11-4(1):

(1) A deceptive act or practice by a supplier in connection with a consumer transaction violates this chapter whether it occurs before, during, or after the transaction.

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

Total Alleged Counts: 4

Total Potential Fine: \$10,000.00

ORDER

1. Respondent is in default for failing to timely request a hearing in accordance with the *Utah Administrative Procedures Act*, Utah Code Ann. §63G-4-209(1)(a).
2. Respondent is ordered to cease and desist from any act in violation of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 et seq., and rules promulgated thereunder.
3. Respondent is assessed and ordered to pay an administrative fine in the amount of \$10,000.00 for four violations of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1 et seq., and rules promulgated thereunder.
4. **Pursuant to Utah Code Ann. §13-2-6(2), a person who has notice of this final cease and desist order and intentionally violates any provision**

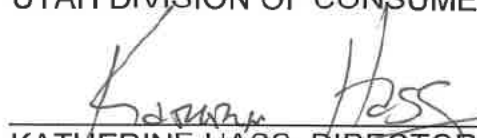
contained therein is guilty of a third degree felony.

5. 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 Feb 14, 2025.

UTAH DIVISION OF CONSUMER PROTECTION


KATHERINE HASS, DIRECTOR



NOTICE

Pursuant to U.C.A. §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 U.C.A. §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 on this 14th day of February, 2025 served the foregoing **ORDER OF DEFAULT AND FINAL ORDER** on the parties of record in this proceeding set forth below by mailing a copy thereof, properly addressed by first class mail and certified mail with postage prepaid, to:

UTAHS ARTIFICIAL GRASS LTD
c/o RICARDO ALANIS
[REDACTED]

WEST JORDAN, UT 84084

RICARDO ALANIS
[REDACTED]

WEST JORDAN, UT 84081

I hereby certify that I have this day issued and served the foregoing **ORDER OF DEFAULT AND FINAL ORDER** by email to the following:

Edgar White
Investigator
Division of Consumer Protection
edgarwhite@utah.gov

Division of Consumer Protection
dcplegal@utah.gov

Department of Commerce
Administrative Law Judges
CommerceALJs@utah.gov

Kim Wheeler