

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:

SMARTPALATE INTERNATIONAL, LLC, a
Utah limited liability company doing business
as **COMPLETE SPEECH;**
Respondent.

**ORDER OF DEFAULT AND
FINAL ORDER**

**DCP Legal File No. CP-2025-017
DCP Case No. 155746**

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).

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 was not returned, but certified mail was. Email was sent to the address Respondent had used to communicate with the Division.

The Division hereby finds:

1. SmartPalate International, LLC ("SmartPalate") is a Utah limited liability company with a registered address of [REDACTED], Highland, Utah 84003. SmartPalate also does business as Complete Speech, a DBA registered with the Division of Corporations and Commercial Code.
2. The business identified above will be referred to as "Respondent."
3. At all times relevant to this Citation, Respondent sold products and services related to speech therapy.
4. In 2023, consumer BLS, through speech-language pathologist KH, began researching Respondent's SmartPalate for use by students in speech-language therapy programs. KH communicated with Respondent before, during, and after the transaction.
5. In September 2023, KH contacted Respondent to purchase a SmartPalate System to be used by BLS students receiving speech-language therapy.
6. On or about September 8, 2023, Respondent sent BLS Purchase Order No. 1019473, reflecting a total cost of \$3,373.90 for the purchase of the SmartPalate System. The purchase order included the software, two data links, and five immediate custom mouthpieces for each child user based on dental impressions provided by BLS, and ten future custom mouthpieces, to be manufactured upon receipt of additional dental impressions from BLS.
7. Respondent also provided documents describing its products and services to BLS. In the documents, Respondent represented that after receiving dental

impressions from a customer, creation and shipment of the mouthpiece would take "3-4 weeks on average in normal circumstances."

8. On September 28, 2023, BLS issued a check to Respondent for \$3,373.90.
9. BLS provided Respondent with dental impressions for the SmartPalate System on three occasions: nine in September 2023, one in April 2024, and one in November 2024, totaling eleven dental impressions.
10. In December 2023, KH received the nine mouthpieces created from the molds provided in September 2023.
11. On July 16, 2024, KH received an email from a Respondent's employee confirming that the mouthpiece ordered in April 2024 would be shipped out that day to KH.
12. On or about September 24, 2024, the mouthpiece ordered in April was finally received.
13. On November 8, 2024, KH mailed Respondent a dental mold to create a custom mouthpiece.
14. As of the date of this Citation, Respondent has not provided BLS with the custom mouthpiece created from molds delivered to Respondent in November 2024.

COUNT 1

15. Respondent knowingly or intentionally accepted payment from BLS for fifteen custom mouthpieces, totaling \$3,373.90, as a part of the work described in Purchase Order No. 1019473.

16. Respondent failed to deliver at least one of the 15 mouthpieces to BLS within the represented timeframe.

17. 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.

18. **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.**

Total Alleged Counts:	1
Total Potential Fine:	\$2500.00

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 \$2500.00 for one violation 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 June 30, 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 30 day of June, 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:

Complete Speech
[REDACTED]

Orem, Utah 84085

Smartpalate Internation, LLC

C/O David Larsen— Registered Agent of Complete Speech
[REDACTED]

Highland, Utah 84003
[REDACTED]

Smartpalate international, LLC

Db a complete speech
[REDACTED]

Highland, Utah 84003

I hereby certify that I have this day issued and served the foregoing citation by email to the following:

Kelsie Bowler
Investigator
Division of Consumer Protection
kbowler@utah.gov

Division of Consumer Protection
dcplegal@utah.gov

Department of Commerce
Administrative Law Judges
CommerceALJs@utah.gov

Kim Wheeler