

Utah Division of Consumer Protection
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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:

**AUTOMOTIVE ELECTRICAL ONLINE,
LLC**, a Utah domestic limited liability company
also doing business as **WIRING HARNESS
RESTORATION**;

JOHN GALT ESQUIRE, L.L.C., a Utah
domestic limited liability company;

DARREN MICHAEL FLINT, an individual;

Respondents.

ADMINISTRATIVE CITATION

DCP Legal File No. CP-2017-093

DCP Case No. 95605

PURSUANT TO THE AUTHORITY granted by Utah Code § 13-2-6, which empowers the Division of Consumer Protection (Division) to issue a citation upon reasonable cause to believe a person has violated any statute listed in Utah Code § 13-2-1, it appears, upon information and belief, that you are in violation of the *Utah Consumer Sales Practices Act*, (CSPA) Utah Code § 13-11-1 *et seq.* In particular, the Division alleges:

RESPONDENTS

- I. Automotive Electrical Online, LLC (AEO) is a Utah domestic limited liability company located at 459 E. High Berry Lane, Draper, UT 84020. The corporate registration with the Utah Division of Corporations and Commercial Code lists Darren Flint (Flint) as its

registered agent and sole member of AEO, a member-managed LLC. AEO was created on June 22, 2017. AEO's website is autoelectriconline.com.

2. Wiring Harness Restoration (WHR) is an unregistered DBA or trade name of AEO. Flint's email signature block states that WHR is a division of AEO. WHR's website is wiringharnessrestoration.com. The website states that the website is "owned and managed by Automotive Electrical Online LLC."
3. John Galt Esquire, L.L.C. (JGE) is a Utah domestic limited liability company located at 6502 W. King Valley Rd., West Valley City, UT 84128. The corporate registration with the Utah Division of Corporations and Commercial Code lists Flint as its registered agent and sole member. JGE was created on September 9, 2009. JGE owns a merchant account used to bill consumer's credit cards.
4. There is no such attorney registered with the Utah State Bar named John Galt. Flint is not an attorney. John Galt is a fictitious character in Ayn Rand's book, *Atlas Shrugged*.¹
5. Darren Michael Flint is an individual who purports to specialize in automotive wiring harness repair and restoration. Flint is the sole owner and operator of the entities and trade names described above. Flint is a supplier² and personally solicits, engages in, and enforces consumer transactions.³ At all times relevant, Flint was personally involved in the consumer transaction described below.
6. Hereinafter, Automotive Electrical Online, LLC doing business as Wireless Harness Restoration, John Galt Esquire, LLC, and Darren Michael Flint will be referred to collectively as "Respondents."

¹ See <https://www.aynrand.org/novels/atlas-shrugged>; https://en.wikipedia.org/wiki/John_Galt

² See Utah Code § 13-11-3(6)

³ See Utah Code § 13-11-3(2)

BACKGROUND AND INFORMATION

7. On or around June 6, 2017, John [REDACTED] (JD), a resident of Saint Pete Beach, FL, found one of Respondents' websites⁴ and called Respondents. JD spoke with Respondents and Respondents recorded the phone call.⁵ A copy of that call was provided to the Division. JD and Respondents discussed Respondents' wiring harness restoration services and Respondents estimated the cost to restore JD's 1971 Datsun 240Z main engine wiring harness (Wiring Harness) to be between \$150 and \$600.⁶ Respondents stated any upgrades would be an additional cost. Respondents represented that the whole process would take 6-8 weeks.⁷ JD stated that he didn't mind waiting a couple months, but did not want to wait any longer than that. After JD stated this, Respondents made no representations that the restoration may require additional time. Based upon these representations, JD agreed to the terms.
8. On June 6, 2017, Respondents emailed JD and instructed him to mail the Wiring Harness, which JD did.
9. On June 15, 2017, JD received an email from Respondents stating the inspection had been completed and offered three options:

Option 1) The basic repair job in which we clean all the pins, connectors, and only replace what is bad is \$699.10, this would be a good choice if you are just going to trade it in or sale [sic] it in the next year or so.

⁴ Respondent operate wirelessharnessrestoration.com, autoelectriconline.com, and rushps.com

⁵ Florida is a two-party consent state when recording a conversation. JD, a Florida resident, was not notified the call was being recorded.

⁶ The FAQ section of Respondent's website, <http://wiringharnessrestoration.com>, states that the average cost to rebuild a harness is between \$200 and \$1,000.

⁷ The FAQ section of Respondent's website, <http://wiringharnessrestoration.com>, states that the average rebuild time is between 4 to 6 weeks but "can be less and it can be more."

Option 2) same as above but we replace the bad and borderline wires, connectors, and pins and replace the bad stuff with industrial and vintage reclaim [sic] components that we have, this is going to run \$985.50 this option is a good choice if you want to keep the vehicle 3 to 7 years.

Option 3) same as option 2 but we upgrade the wires that were a little small from the factory. Shortcomings in the factory wiring has been linked to under hood fires, drivability problems, and component failure. The cost for this \$1425.58, this option would be if you want to keep it for much longer.

10. In addition to the three options, Respondents offered two upgrade options. First, a "high performance wrap" to completely seal the Wiring Harness and make it "virtually indestructible" for an additional \$499.95. Second, Respondents offered a \$200 cost reduction to have local high school students restore the Wiring Harness.
11. After reading the options, JD disagreed with this pricing because Respondents had verbally given an estimate to restore the Wiring Harness of \$150 on the low end and \$600 on the high end, excluding the upgrades.
12. As a result of the email, JD contacted Respondents. On or around June 20, 2017, JD and Respondents spoke again. Respondents recorded this phone call and provided it to the Division. JD stated his budget to restore the Wiring Harness was \$750. JD and Respondents agreed to the \$750 price and that half of the payment (\$375) would be paid up front. Respondents stated JD would need to make payments as work progressed for work to continue. Respondents represented that it would be three weeks before Respondents would begin the work. JD asked if it would be six to seven weeks to complete the restoration. Respondents did not respond to JD's question.

13. On June 22, 2017, Respondents billed JD's credit card \$375. The merchant account descriptor shows the charge coming from "JOHN GALT ESQU."
14. On September 26, 2017, JD emailed Respondents asking for an update. Approximately 13 weeks had passed since Respondents charged JD's credit card and he had not heard from Respondents.
15. Respondents replied by email stating:

Our move did not go as smoothly as we have hoped...
....
I do believe that we estimated 6 to 8 weeks, sometimes they take longer.
....
They [sic] part of the job has very little labor, our normal payment policy is that when we have worked through the deposit we put the order on hold, until another payment is made. We are not close to that yet since most of the labor comes in the build process. You have paid \$375 let me know when you would like to pay the balance. If you would prefer I can send you a note when we are ready to build it and you can make the payment then.
16. JD disagreed with this. Respondents represented to JD the Wiring Harness restoration would take 6 to 8 weeks. After 6 to 8 weeks had passed, Respondents never contacted JD and gave him the option to extend the completion date or refund his money and return his property. Respondents email stated that only a small portion of the work had been completed after 13 weeks, and the portion that had been completed was not enough to have exhausted the 50% deposit JD had paid Respondents. JD emailed Respondents and asked for a date of completion.
17. On September 27, 2017, Respondents sent a subsequent email stating:

I cannot give you a "concrete date", if you can't live with that we will send it back as described above (disassembled in a bag), I can't give you one because I don't know how many more cleaning cycles

it will take. But if you want the expert workmanship you have paid a deposit on, we will finish this project. [B]ut be advised we will not do any further projects for you. [A]nd as for someone coming to pick it up, given your attitude so far, we will not allow that, not you or anyone associated with you, we never offered that and we are not willing to potentially put our employees at risk like that.

18. On September 29, 2017, JD sent an email requesting a refund and his Wiring Harness be returned.
19. On October 3, 2017, five days later, Respondents email JD stating "[y]our harness is almost ready to be assembled" and to let JD know that he will need to send additional money soon. Respondents apparently continued to work on the Wiring Harness despite JD's acceptance of Respondent's offer to stop work and return the Wiring Harness. Respondents did not return the Wiring Harness to JD nor refund his money. JD responded the next day threatening to file a complaint with the State of Utah and Postal Inspector.
20. On October 31, 2017, the Division received JD's complaint against Respondents. The following day, a Division investigator forwarded a copy of the complaint to Respondents.
21. On November 6, 2017, Respondents included JD in an internal company email that stated the Wiring Harness would be finished in a week, despite the fact the JD had asked Respondents return the Wiring Harness and refund his money.
22. Respondents, against JD's will and without full payment, allegedly completed the rebuild on November 8, 2017. That same day, Respondent Flint emailed JD and stated:

Well Shithead, [t]his is Darren Flint, you stupid little prick I am the guy you have been slandering, the same guy that is going to sue you for everything you own! How funny is that asshole? Attached are photos of your completed harness. [S]ince you have stated that

the money you had paid us, is in your account, you owe us \$750 for the harness plus \$400 for my time in answering your bullshit complaint. 4 hours at \$100 per hour, a total of \$1150. An[d] no, your sisters, friends, brother-in-law, or whatever, is not going to come pick it up. [W]e will ship it and provide you tracking number.

I know times are tough and you have medical bills, so.....tough shit! You have 5 day to pay via certified bank check...

....

You will be easy to find, you will be in jail, you lied in your complaint and official State of Utah document,⁸ we are responding with full audio of the calls, you stupid bastard. Next stop I am going after your real estate license, ethics complaint will be a slam dunk.

By the way, I know exactly what is wrong with your Olds harness, we will get this lawsuit done before it catches fire and I will have a lot more work to do when I own it.

23. On November 17, 2017, Respondents sent JD the following email:

You have not paid for the work you contracted us to do, we have rebuilt your wiring harness and we have acted in "good faith". You have not contacted us regarding this and you have ignored multiple contacts from our company. [W]e are filing legal action against you and we will charge you \$5 per day storage on your wiring harness until paid starting on Monday November 20th 2017.

24. This email contradicts Respondents' September 27, 2017 email that offered to send the Wiring Harness back. An offer that JD accepted on September 29, 2017. Respondents did not rebuild the Wiring Harness in good faith, rather Respondents completed the rebuild without JD's authorization and only after JD filed a complaint with the Division.

⁸ JD's complaint to the Division was filed against Rush Power Systems, a company that Respondent Flint closed before starting Automotive Electrical Online doing business as Wiring Harness Restoration. However, Respondent Flint ignores that fact that JD also filed the complaint against Wiring Harness Restoration and wiringharnessrestoration.com. Respondent Flint has stated that because Rush Power Systems was shut down, JD has therefore lied to the State and filed a fraudulent complaint.

25. This email also bills JD additional arbitrary storage fees of \$5 per day. This fee was never disclosed to JD. These fees are unauthorized.
26. On November 21, 2017, Respondents followed through with the threat to bill JD an additional \$400 for Respondents' "time in answering [JD's] bullshit complaint" to the Division. Respondents filed a small claims lawsuit in the West Valley City Justice Court for \$1,150 against JD and his wife (who is not a party in the transaction).
27. Respondents are suing JD for \$750 (the agreed upon transaction amount) plus \$400, because JD filed a complaint with the Division. Respondents' small claims affidavit states that JD is in "breach of contract." Nowhere in Respondents' agreement did JD agree to be billed an additional \$400. Additionally, Respondents are suing JD for \$750 (the agreed upon transaction amount), however, JD already paid a \$375 deposit. By suing for the full amount, Respondents are claiming JD owes an additional \$375. Nowhere in Respondents' agreement with JD, did JD agree to be billed anything other than \$750.
28. JD is a resident of Florida. In an attempt to serve JD the lawsuit, Respondents impersonated a State of Utah Investigator. Respondents sent certified mail to JD and wrote in the name of a Division Investigator as the sender. The Division investigator did not send a certified mailer to JD.
29. On December 14, 2017, Respondent Flint sent an email to the Division stating:

By the way, I sent JD a certified letter, with your return address, direct to Dave. I did this before I knew you were in the loop, which is probably why [JD] was not fooled and would not sign for it, knowing how tight your dept. and JD are. It will be returned to Dave, tell him he can pay the postage and send it to me.

30. On December 21, 2017, Respondents sent JD an email stating that it had "been 32 days since you were informed of our intent to charge storage on your harness, as of today you owe \$160 in storage fees." Again, this is an arbitrary amount that was not disclosed or a part of the June 2017 agreement between Respondents and JD.

COUNT 1

31. On June 6, 2017, Respondents represented to JD that cost of the Wiring Harness rebuild would be between \$150 and \$600. Respondents represented that the time to complete the rebuild would be 6 to 8 weeks. Respondents took possession of JD's Wiring Harness and on June 22, 2017, Respondents billed JD's credit card \$375. By September 29, 2017, approximately 13 weeks later, Respondents had completed what appears to be substantially less than 50% of the rebuild, based on the fact that Respondents had not used 50% payment JD had made. JD was upset by this and Respondents offered to return the Wiring Harness disassembled in a bag. JD accepted the offer and asked that Respondents also refund his money. Respondents did neither. Respondents, against JD's will and without full payment, completed the rebuild on November 8, 2017, approximately 20 weeks after the transaction and only after JD had filed a complaint with the Division. After receipt of payment, Respondents knowingly or intentionally failed to deliver the goods or furnish the services within the timeframe represented of 6 to 8 weeks. As of the date of this citation, Respondents are in possession of JD's money and Wiring Harness.
32. The above actions are in violation of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-4(2)(1):

(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;

33. **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 - 4

34. First, Respondents and JD agreed to a price of \$750 to rebuild JD's Wiring Harness. When Respondents did not furnish the services within the time frame represented, JD filed a complaint with the Division. Respondents subsequently billed JD an additional \$400 for Respondents' "time in answering [JD's] bullshit complaint" to the Division and filed a small claims lawsuit in the West Valley City Justice Court for \$1,150. JD did not agree to or authorize the additional \$400 charge.
35. Second, Respondents already collected \$375 of the agreed upon price of \$750. Despite this payment, Respondents' lawsuit is for the full \$750. Respondents are attempting to charge JD an additional \$375, which JD already paid. JD did not agree to or authorize an additional \$375 charge.

36. Third, Respondents are billing JD for storage fees in an arbitrary amount of \$5 per day. On December 20, Respondents sent an email to JD stating that the storage fees totaled \$160. JD did not agree to or authorize a \$5 per day storage fee.
37. The above actions are in violation of the *Utah Consumer Sales Practices Act*, Utah Code § 13-11-4(2)(r):
- (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:
-
- (r) charges a consumer for a consumer transaction or a portion of a consumer transaction that has not previously been agreed to by the consumer;
38. **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 5

39. Respondents knowingly or intentionally impersonated a State of Utah investigator in a mailing to JD, in an attempt to serve Respondents' lawsuit documents. Respondents have no affiliation, permission, or authorization to use the name of the Division or its personnel in connection with Respondents' transactions.
40. The above action is in violation of the *Utah Consumer Sales Practices Act*, 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) indicates that the supplier has a sponsorship, approval, or affiliation the supplier does not have;

Or in the alternative, the above actions are in violation of the *Utah Consumer Sales*

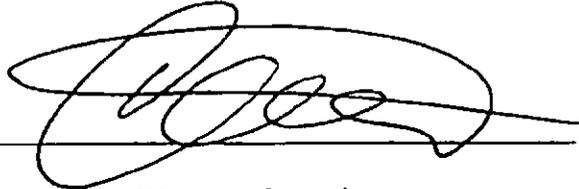
Practices Act, Utah Code § 13-11-4(1):

(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.

41. **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.**

Total Alleged Counts: 5
Total Potential Fine: \$12,500

THIS CITATION ISSUED this 22nd day of December, 2017.

A handwritten signature in black ink, appearing to read 'Adam Watson', is written over a horizontal line.

Adam Watson – Investigator
UTAH DIVISION OF CONSUMER PROTECTION

CERTIFICATE OF SERVICE

I certify that I have this day 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 and certified mail with postage prepaid, to:

AUTOMOTIVE ELECTRICAL ONLINE LLC
REGISTERED AGENT: DARREN FLINT
459 E HIGH BERRY LANE
DRAPER UT 84020

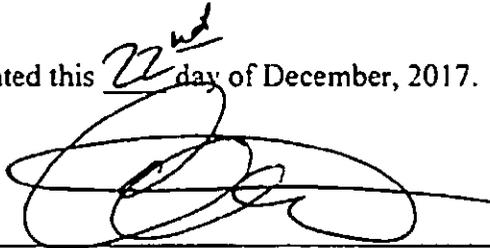
JOHN GALT ESQUIRE LLC
REGISTERED AGENT: DARREN FLINT
6502 WEST KING VALLEY RD
WEST VALLEY CITY UT 84128

DARREN FLINT
6502 WEST KING VALLEY RD
WEST VALLEY CITY UT 84128

And by email, to:

info@wiringharnessrestoration.com
info@automotiveelectricalonline.com
darren@rushps.com

Dated this 22nd day of December, 2017.



Adam Watson – Investigator
UTAH DIVISION OF CONSUMER PROTECTION

IMPORTANT NOTICE - READ CAREFULLY

This citation may be contested by filing a request for review, in writing, within ten (10) days of issuance of this citation. Following receipt of a request for review, an informal hearing will be scheduled before the State of Utah, Department of Commerce, Division of Consumer Protection pursuant to Utah Code § 63G-4-203, Procedures for Informal Adjudicative Proceedings. The purpose for such a hearing is a review of the citation for factual and legal sufficiency and other questions to be determined by the presiding officer. A citation which is not contested becomes the final order of the Division and is not subject to further agency review. In addition to any fines which might be levied, a cease and desist order may be entered against you. An intentional violation of a final cease and desist order is a third degree felony pursuant to Utah Code § 13-2-6(2). To request a review of the citation, mail your written request to:

Daniel R. S. O'Bannon – Director
Utah Division of Consumer Protection
PO Box 146704
Salt Lake City, UT 84114-6704

Please be advised that all inquiries, correspondence, or other contacts concerning this citation, with the exception of any written request for review as set out above, should be directed to the below-named Division employee, designated by the Director of the Division of Consumer Protection pursuant to Utah Code § 13-2-6(3):

Adam Watson – Investigator
Utah Division of Consumer Protection
PO Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601