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Attorneys for Plaintiff Division of Consumer Protection

**IN THE FOURTH JUDICIAL DISTRICT COURT OF
UTAH COUNTY, STATE OF UTAH**

**DIVISION OF CONSUMER
PROTECTION,**

Plaintiff,

v.

PARKER WILDE;

Defendant.

**COMPLAINT
AND JURY DEMAND**

Case No.

Judge:

Tier 3

COMPLAINT

The Utah Division of Consumer Protection (the Division) brings this action against Defendant Parker Wilde for violations of the Consumer Sales Practices Act (CSPA), Utah Code §§ 13-11-1 *et seq.*, the Business Opportunity Disclosure Act (BODA), Utah Code §§ 13-15-1 *et seq.*, and the Telephone Fraud Prevention Act (TFPA), Utah Code §§ 13-26-1 *et. seq.*

INTRODUCTION

1. Over the past four years, Utah resident Parker Wilde operated a scheme to convince consumers to pay him tens of thousands of dollars, and sometimes hundreds of thousands of dollars, for an automated Amazon store “to earn another stream of income.”

2. Consumers would pay Wilde an upfront “consulting fee” between \$5,000 and \$20,000, plus an “inventory cost” between \$7,000 and \$10,000, for each product type sold on the Amazon store.

3. In turn, Wilde represented that he would “manage and run” the Amazon store for the consumers “entirely.” Consumers could “[s]it back, relax, and profit while we do the heavy lifting.”

4. Wilde promised consumers that they would receive “\$2,500–\$7,200+ in passive profit each month . . . [i]n just 60 days[.]”

5. He represented that he had over 100 active clients receiving average profits of \$3,000 per month.

6. And he promised a “money back guarantee,” in which he would refund the initial payments to consumers in full if the store was not profitable within the first 12 months.

7. Enticed by these representations, hundreds of consumers entered into contracts with Wilde from December 2020 to at least July 2023.

8. In exchange, Wilde received at least \$9.2 million in payments directly from consumers.

9. However, based on its investigation to date, the Division is not aware of a *single* consumer for whom Wilde set up a profitable Amazon store.

10. Indeed, many consumers never even received a live Amazon store with ready-to-purchase products.

11. Many consumers complained to the Division that Wilde made unauthorized purchases with their credit cards.

12. And the Division is unaware of a single consumer who received a full refund from Wilde despite his “money back guarantee.”

13. Instead, Wilde’s bank records indicate that he used most of the consumers’ money to purchase crypto assets for himself and pay off his credit cards.

14. Wilde has violated the CSPA, BODA, and the TFPA.

15. The Division brings this case to protect consumers by seeking a declaratory judgment that Defendant’s conduct violates the CSPA, BODA, and TFPA, enjoining Defendant from committing further violations, and recovering actual damages on behalf of consumers, disgorgement and recission of Defendant’s unlawful gains, and civil penalties.

PARTIES

16. The Division of Consumer Protection is a state agency within the Utah Department of Commerce. The Division enforces consumer protection laws in Utah, including the CSPA, which prohibits deceptive acts and practices in connection with consumer transactions; BODA, which requires sellers of business opportunities to provide disclosures to the Division and prospective purchasers; and the TFPA, which prohibits deceptive practices in connection with telephone solicitations. Utah Code §§ 13-2-1(2), 13-11-17, 13-15-301, 13-26-8.

17. Parker Wilde is an individual who resides at 368 North 800 West, Springville, Utah 84663.

18. Based on the communications and business records obtained by the Division, most of Wilde’s violations alleged herein occurred while he lived at 709 West 1390 South, Lehi, Utah 84043.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction under Utah Code sections 13-2-6(4) and 78A-5-102(1). Venue is proper under Utah Code section 78B-3a-201(1) because Wilde resides in Utah County and many of the violations occurred in Utah County.

20. This Court has personal jurisdiction over Wilde because he domiciles in the State of Utah. This Court also has personal jurisdiction over Wilde under Utah Code sections 78B-3-205(1), (2), and (3) because the claims arise out of Wilde's business transactions within the State and harm to Utah consumers.

21. Monetary relief, including damages, civil penalties, and equitable relief, in this case exceeds \$10,000,000, and Tier 3 discovery is appropriate under Utah Rule of Civil Procedure 26(c)(5).

FACTUAL ALLEGATIONS

I. Wilde set up several business entities that purported to sell automated Amazon stores.

22. From 2018 to at least July 2023, Parker Wilde offered and sold automated "Fulfilled By Amazon" ("FBA") stores to consumers.

23. Wilde offered these automated Amazon stores through several different business entities.

24. In May 2018, Wilde registered ZIGI LLC as a Utah limited liability company and listed himself as the registered agent and principal.

25. On a payment processor application for ZIGI LLC, Wilde said, "I am selling an Amazon FBA course."

26. ZIGI LLC's registration with the State of Utah was administratively dissolved by the Utah Division of Corporations and Commercial Code in August 2019.

27. Wilde began operation of FBA 3.0 Unfair Advantage in June 2020 as an unregistered business entity.

28. Wilde represented that FBA 3.0 Unfair Advantage offered a “digital course that teaches people how to sell on Amazon.”

29. Wilde registered PJW Profit Ventures LLC as a Wyoming limited liability company in January 2022 and listed himself as the sole owner, operator, and member.

30. PJW Profit Ventures LLC conducted business as Private Label Accelerator and operated three websites: privatelabelacceleratorfba.com, get.pla.com, and privatelabelaccelerator.convertri.com.

31. Private Label Accelerator contracted with consumers for Amazon stores, including Utah consumers.

32. PJW Profit Ventures LLC was administratively dissolved by the Wyoming Secretary of State in March 2024, but Wilde still represents that he does business under Private Label Accelerator on Facebook and LinkedIn.

33. On August 18, 2023, Wilde registered a new company—Passive Ecom Ventures, LLC—as a Wyoming limited liability company and listed himself as the sole owner, operator, and member.

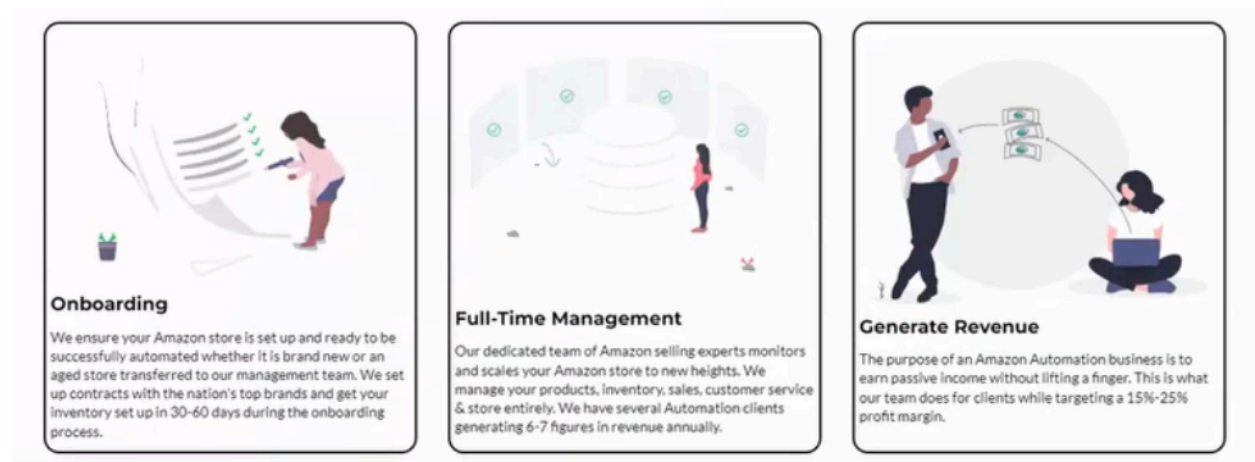
34. Passive Ecom Ventures, LLC operates the website passiveecomventures.com and posts content on YouTube.

35. Passive Ecom Ventures, LLC was administratively dissolved by the Wyoming Secretary of State on October 9, 2024, but its website, which guarantees consumers a way to earn passive income, remains active.

36. While operating under the name Private Label Accelerator, Wilde solicited consumers by representing, “We manage and grow your Amazon FBA business for you entirely. Sit back, relax, and profit while we do the heavy lifting.”



37. Wilde represented that the stores’ inventory would be “set up within 30–60 days during the onboarding process” and that some of his clients generate six or seven figures in revenue every year.



38. Consumers were offered an opportunity to generate “\$2,500–\$7,200+ in passive profit each month . . . [i]n just 60 days[.]”



39. Wilde represented that he had over 100 active clients and that the average monthly profit for clients was \$3,000.



40. A contract Wilde entered into with Consumer M.W. stated, “We expect ALL products to have bare minimum 25% profit margins.”

41. The website passiveecomventures.com states that “Passive eCom Ventu[ur]es is your one-stop ‘Done For You’ service providing clients with every tool, resources, and guidance along the way to ensure you are successful in the Amazon FBA space.”

WHAT WE DO:

- 1) Provide you with a winning product
- 2) Coordinate with suppliers - samples, negotiations, place order and ship inventory
- 3) Create & optimize your listing on Amazon Seller Central and get professional photography done
- 4) Create PPC campaigns to generate sales and increase rank for 30 days

WHAT YOU DO:

- 1) Create your LLC and set up your business bank account
- 2) Sign up for seller central account
- 3) Obtain reviews from friends/family to boost your listings validity and increase rank
- 4) Use information from the course to continually scale with PPC campaigns
- 5) Collect your payments every 2 weeks and enjoy your business!

DONE TOGETHER

- 1) 1:1 coaching calls to get questions addressed so you learn as we go
- 2) Reviews* - we have a review package where you can buy reviews from our network

42. Wilde represents on his website that he “will even help you obtain funding through 0% business credit to get started.”

43. Wilde tells consumers in solicitations and contracts that the risk is minimal because there is a “money back guarantee.”

44. Wilde often solicited consumers on LinkedIn. One solicitation written by Wilde read:

You could have a 5 fig/month (revenue) automated Amazon FBA Private Label business cash flowing with 30-45% profit margins in 4 months. We will set everything up for you and continuously scale and manage your FBA business. It is 20k for a consulting fee plus an additional 7-10k to get everything up and running. So, all in about 27-30k, however, **you can expect to make 2-4k+ per month (after the 70/30 split that we have with our clients) in passive income per product** that you sell so it absolutely beats out the S&P 500 and Real Estate as far as cash-on-cash return. **We offer a money-back guarantee where if we can't make it back for you within the first 12 months of selling, we'll refund you the difference between your consulting fee and your net profits.** We also have financing options available.

(Emphases added).

45. In a survey sent by the Division to consumers who contracted with Wilde, consumers explained that the leading reasons they chose to contract with Wilde were the representations claiming an opportunity to earn passive income, the money-back guarantee, and Wilde's supposed experience and successful track record.

II. Wilde was in charge of managing consumers' Amazon stores.

46. Wilde charged consumers a lump sum "consulting fee" between \$5,000 and \$20,000 to set up an Amazon store.

47. Consumers were expected to "invest an additional \$7–10k to cover the cost of inventory" for each type of product sold.

48. Under the terms of the consumer contracts, and in accordance with representations made to consumers, Wilde was responsible for managing the stores. He committed to research and procure a "winning product" available for purchase, manage the supply and storage of the product, and handle the shipping and delivery of the product to the Amazon shoppers.

49. The consumers were responsible for setting up their own limited liability companies, business bank accounts, and Amazon selling accounts. They were expected to provide working capital for ongoing inventory and shipping costs. And they were promised to maintain ownership over the intellectual property and "brands" of their Amazon stores.

50. Most consumers contracted with Wilde for just one product type to be offered for sale on their stores, but some consumers purchased several different products. The products included diverse items like shower heads, fire pit grills, and camping stools.

51. Under the terms of the consumer contracts, the profits from the stores' sales were to be split between the consumer and Wilde. The profit-sharing varied from a minimum split of

50/50 (with 50% of the store's profits going to the consumer and 50% going to Wilde) to a maximum split of 70/30 (with 70% going to the consumer and 30% going to Wilde).

III. Wilde's scheme caused consumers to lose a lot of money.

52. Wilde entered into at least 216 contracts with consumers between December 2020 and July 2023.

53. To date, Wilde has collected at least \$9.2 million from consumers.

54. The Division's investigation revealed that Wilde used consumers' money primarily to purchase crypto assets, pay off his credit cards, and pay commissions to sales agents.

55. At least eighteen Utah consumers have already sued Wilde to recover the money spent on Wilde's business scheme.

56. One consumer—Driggs Walker—spent over \$300,000 to have an automated Amazon store set up with sixteen different products. But the products were defective, of poor quality, or conflicted with intellectual property rights, and Walker made no money from the store. Walker obtained a judgment by confession against Wilde for \$395,000.

57. Another consumer—Jacob Ebert—took Wilde to court to recover his payment of \$142,744. Ebert obtained a judgment by confession in which Wilde confessed that he promised to create a profitable Amazon store for Ebert and that Ebert did not receive any profits.

IV. Consumers who complained to the Division tell a similar story of deceit and lost savings.

58. The Division has received 28 consumer complaints over the course of its investigation.

59. Seventeen of these complainants reside in Utah.

60. Of these complainants, some did not receive "live" stores—that is, storefronts active on Amazon's website.

61. Of the complainants whose stores were made “live,” many did not receive “launched” products—that is, ready-to-purchase products on their Amazon stores.

62. Of the complainants who received products, most reported that the condition of their products was not as expected.

63. None of the complainants came anywhere close to recouping the cost of their payments to Wilde.

64. Most complainants requested a refund from Wilde.

65. Most complainants never received any refund, despite Wilde’s money-back guarantee.

66. None of the complainants received a full refund of their initial payments.

67. Most complainants said that Wilde also made unauthorized charges to their credit cards.

68. Complainants Ad.L. and An.L. contracted together with Wilde for two products in December 2022. Their store went live, and one product was launched, but it generated only four sales. The second product was never launched. Ad.L. and An.L. requested but did not receive a refund of the consulting fee despite the money-back guarantee. Wilde also attempted to charge their credit card without authorization, but when caught, claimed it was a mistake. Ad.L. and An.L. lost \$54,769 in the scheme and complained to the Division in October 2023 and May 2024, respectively.

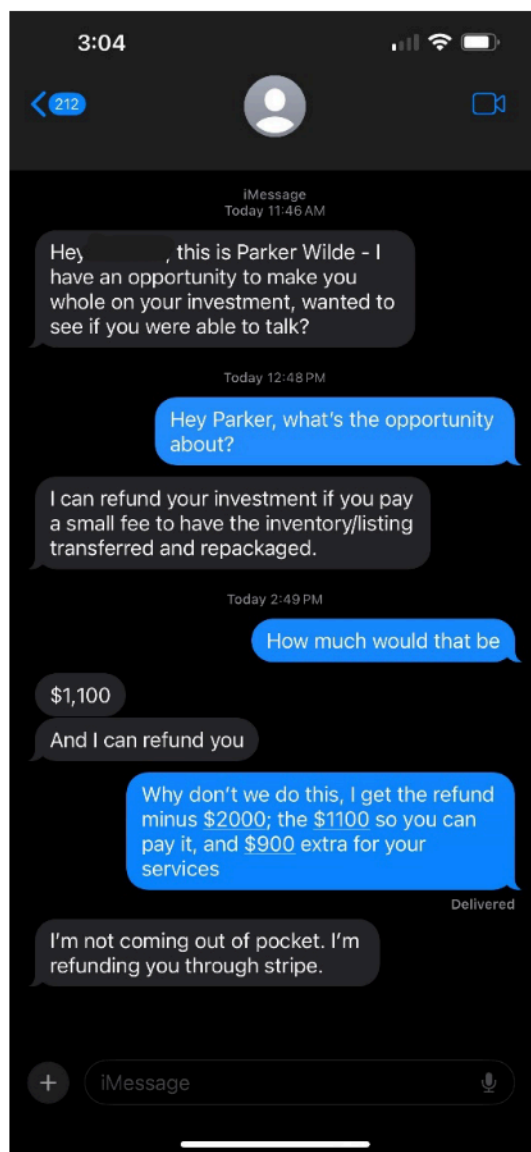
69. Complainant A.Ga. purchased a store in April 2022. He reported, “My product was selling on Amazon, but FBA [Fulfilled by Amazon] fees and refunds were hemorrhaging my profits, to where I never actually saw any profit at all during the selling of all my inventory.” The inventory of A.Ga.’s store “slowly depleted to 0 around month 7 of being live, to no one’s

notice,” and Wilde was unresponsive to A.Ga.’s communications. A.Ga. requested but did not receive a refund of the consulting fee despite the money-back guarantee. A.Ga. lost \$30,000 in the scheme and complained to the Division in June 2024.

70. A.E. purchased a store in July 2022 after Wilde reached out to her on LinkedIn. A.E complained that Wilde left her product completely unmanaged on Amazon while she paid \$600 each month for storage fees and Amazon advertisements that she did not know were running. She claimed that Wilde tried to charge \$15,000 to her credit card without her permission. A.E. lost \$30,000 in the scheme. A.E. complained to the Division in May 2024.

71. A.O. purchased a store in December 2022, but the store never went live. Wilde agreed to refund A.O., but A.O. never received a refund. A.O. lost \$20,000 in the scheme. A.O. complained to the Division in February 2024.

72. A.Gu. purchased a store in February 2022. A.Gu paid extra to have the product launched within three months, but despite the extra fee, it took over a year for the store to go live. A.Gu. did not make any profit. A.Gu. complained that Wilde also charged him \$200 per month in storage fees that he did not authorize and was never told about. A.Gu. lost \$17,5000 in the scheme and complained to the Division in June 2024. Wilde texted A.Gu. in June 2024, saying that he would refund A.Gu. the cost of his initial payment if A.Gu. sent more money. But A.Gu. refused to send more money, and Wilde never refunded A.Gu. the cost of his initial payment.



73. A.C. purchased a store in March 2022. He paid for the “gold” package, and Wilde promised that the store and product would be live and launched within three months. Wilde also promised A.C. that he could expect to make all his money back within six to eight months. But Wilde took six months to launch the product, which generated very few sales. Several months later, the product disappeared from A.C.’s store altogether, and Wilde stopped responding to A.C.’s communications. A.C. complained that she paid over \$6,000 in outstanding Amazon

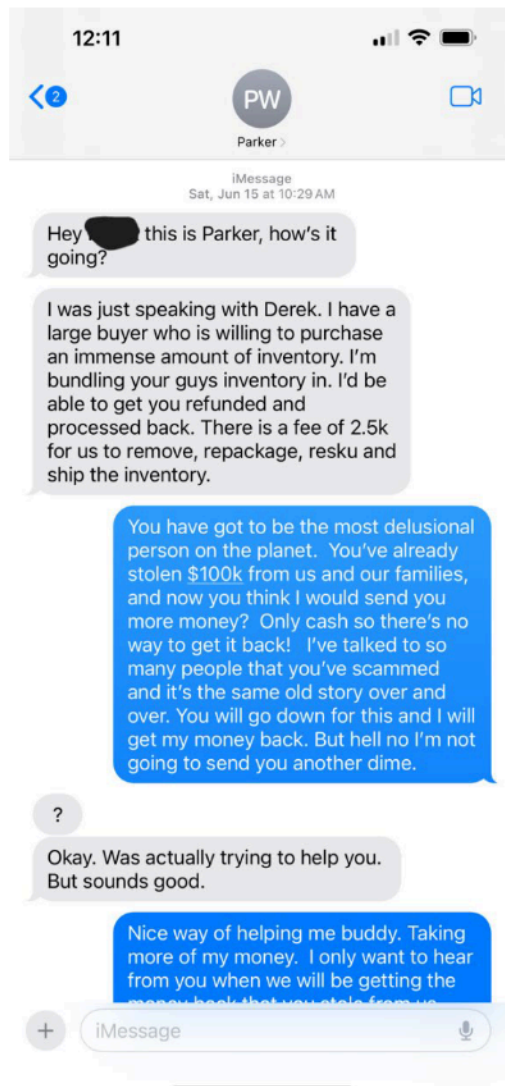
inventory fees despite the product no longer being for sale on A.C.'s store. A.C. lost \$37,000 in the scheme. A.C. complained to the Division in May 2024.

74. Wilde solicited A.T. in June 2024, promising to set up an Amazon store with no risk and lucrative profits. A.T. claimed that Wilde refused to do a written contract and instead called it a "gentlemen's agreement." A.T. wired Wilde \$2,500 but immediately asked for it back. Wilde said that he could only send it back if A.T. sent an additional \$2,500. A.T. refused, and Wilde has still not refunded A.T. his money. A.T. complained to the Division in July 2024.

75. B.S. contracted with Wilde in September 2022. No products ever went live on B.S.'s store, yet he was continually charged for "inventory costs." Wilde promised to refund B.S. in accordance with the money-back guarantee, but he never did. B.S. lost \$67,703 in the scheme and complained to the Division in June 2024.

76. B.T. contracted with Wilde for a store and three products in November 2022. Only one product went live on the store, and none sold. When B.T. complained to Wilde, Wilde asked for more money and provided no explanation for why no products had sold. B.T. has not received any refunds despite Wilde's money-back guarantee. B.T. lost \$96,397 on the scheme and complained to the Division in May 2024.

77. Wilde texted B.T. in June 2024 and asked for more money:



78. C.K. contracted with Wilde in July 2022. Wilde charged \$8,000 in unauthorized charges to C.K.'s credit card. Wilde told C.K. that the purchases were meant for another client with a similar name, but the charges were never reversed. C.K. lost \$11,155 on the scheme and complained to the Division in May 2024.

79. C.H. contracted with Wilde in November 2022. C.H. said that “[c]ommunication almost completely died once the money was wired.” C.H. never received any products. C.H. lost \$15,000 in the scheme and complained to the Division in June 2024.

80. D.Q. purchased a store and three products in December 2022. Only two products were launched, with not a single sale. D.Q. lost \$147,000 in the scheme. D.Q. complained to the Division in June 2024.

81. D.K. purchased a store and two products in early 2023, but the store never went live. When D.K. complained to Wilde, Wilde suggested D.K. purchase additional products. After D.K. wired him more money, Wilde claimed D.K. had sent the money to the wrong account. “[Wilde] said he sent the money back but over sent [sic] me the money and would get fees on his account. So of course, I didn’t want to put him out and ended up sending money . . . obviously because I thought it was wiring it right back.” Eventually, under the guise of refunding D.K., Wilde sent D.K. one check that was recalled “and another that was written out badly so I couldn’t deposit it.” Meanwhile, Wilde made unauthorized charges to several of D.K.’s credit cards “on different days and different amounts.” In all, D.K. lost \$178,815 in the scheme. D.K. complained to the Division in May 2024.

82. I.K. contracted with Wilde in December 2022. Wilde charged I.K. over \$50,000 “without providing a guaranteed \$20,000 refund or any other services he promised to provide.” I.K. complained to the Division in June 2024.

83. J.B. contracted with Wilde in November 2022. Wilde failed to launch J.B.’s product and made unauthorized charges to J.B.’s credit cards. J.B. lost \$39,300 on the scheme. J.B. complained to the Division in June 2024.

84. L.G. contracted with Wilde in July 2023. L.G. said that “no work was done” and “[i]t was all a big scam.” L.G. lost \$24,150 in the scheme and complained to the Division in October 2024.

85. M.H. and A.H. contracted with Wilde in August 2022 for a store and three products. The products began selling, so M.H. and A.H. purchased a fourth product, which was never launched. Wilde began initiating unauthorized charges on their credit cards and stopped responding to their communications. M.H. and A.H. never received any refunds for unauthorized charges, nor a refund of the consulting fee as promised in the money-back guarantee. M.H. and A.H. lost \$48,000 in the scheme. M.H. and A.H. complained to the Division in May 2024, stating, “We have lost the bulk of our life savings due to this scammer.”

86. Wilde solicited M.W. on LinkedIn, and M.W. signed a contract in December 2021. Wilde promised to get M.W.’s Amazon store up and running within five weeks, but it took longer than six months to do so. M.W. “[l]ost all the money.” Wilde also charged M.W.’s credit card without authorization for \$30,000. M.W. stated, “His contract promised that if after a year of running my online store, if I did not make my initial investment back of \$12,500 that he would pay me back which he never did” M.W. lost \$12,500 in the scheme and complained to the Division in May 2024.

87. M.N. purchased a store in December 2022. None of the three products she purchased went live. Nearly a year later, Wilde agreed to refund M.N. but never did, and now Wilde ignores M.N.’s communications. M.N. lost \$30,000 on the scheme. M.N. complained to the Division in February 2024.

88. P.B. met Wilde during a mission for the Church of Jesus Christ of Latter-Day Saints, in which they served as mission companions. P.B. contracted with Wilde in January 2022. Wilde promised the product would be launched within four months, but it took eight to nine months. P.B. said the product was very poor quality—“honestly a piece of trash.” P.B. made no profit and asked for a refund of the consulting fee, but Wilde failed to honor the money-

back guarantee. In May 2024, Wilde reached back out to P.B. and said that someone would like to buy P.B.'s store and that all P.B. had to do was "pay a \$700 transfer fee." But after P.B. paid the additional \$700, Wilde stopped returning P.B.'s phone calls. P.B. lost \$10,700 in the scheme and complained to the Division in June 2024.

89. R.L. contracted with Wilde in December 2021. The store and product were launched but ran "at a severe loss for a year." R.L. asked for a refund of the consulting fee, but Wilde failed to honor the money-back guarantee. Wilde also made a \$5,300 unauthorized charge to R.L.'s credit card. R.L. lost \$12,500 in the scheme. R.L. complained to the Division in May 2024.

90. S.L. contracted with Wilde for two products in February 2023. The store's products were launched, but they failed to generate many sales. S.L. lost \$25,000 in the scheme and complained to the Division in May 2024.

91. S.G. purchased a store in December 2022, but a product was never launched on S.G.'s store. S.G. requested a refund to no avail. S.G. lost \$21,549 in the scheme and complained to the Division in June 2024.

92. S.C. contracted with Wilde in November 2022. S.C.'s store never went live, and Wilde failed to honor the money-back guarantee. Wilde also made an unauthorized charge to his credit card for \$65,000. S.C. lost \$56,500 in the scheme and complained to the Division in May 2024.

93. T.C. purchased a store in November 2021. The store went live, but T.C. did not come close to recouping his initial payment. T.C. requested a refund in accordance with the money-back guarantee to no avail. T.C. lost \$12,500 in the scheme. T.C. complained to the Division in May 2024.

94. T.H. purchased a store in November 2022, which took nine months to launch. T.H. said the product “sucked and got awful reviews.” Wilde convinced T.H. to purchase a second product, but it never launched. Wilde agreed to refund T.H. but did not. T.H. lost \$48,000 in the scheme and complained to the Division in May 2024.

95. Wilde solicited W.F. on LinkedIn in May 2022. W.F.’s products were not launched until December 2023—“a full year later than promised.” In two years, W.F.’s store generated only \$6,000 in sales. W.F. lost \$100,000 in the scheme. W.F. complained to the Division in June 2024.

V. Wilde made many misrepresentations.

96. Wilde made numerous misrepresentations to consumers in connection with consumer transactions and telephone solicitations.

97. Wilde falsely represented that consumers could generate “\$2,500–\$7,200+ in passive profit each month . . . [i]n just 60 days[.]”

98. Wilde falsely represented that the average monthly profits for his “100+” active clients was “\$3,000.”

99. Wilde falsely represented that there was minimal risk involved in the business opportunities he solicited and that his business model offered “one of the best risk-to-reward ratios” for consumer investment.

100. Wilde falsely represented that the consumers’ principal investments would be recovered within 12 months, and if not, there was a “money back guarantee.”

101. Wilde falsely represented that the businesses would be managed and operated by “experienced staff.”

102. Wilde falsely represented that the consulting fees would be used to research, procure, and list “winning” products on the consumers’ Amazon stores.

103. Wilde falsely represented that the products would be stored at an Amazon warehouse and sold with the benefit of Amazon Prime shipping.

104. Wilde falsely represented that the inventory for the consumers’ Amazon stores would be set up in 30–60 days.

105. Wilde falsely represented that the products would be listed and ready for sale in three to four months.

VI. Wilde failed to provide required disclosure statements despite the Division’s many warnings.

106. The Division warned Wilde on several occasions that BODA required him to file annual disclosure statements with the Division and to provide the disclosure statements to consumers before executing contracts.

107. On November 27, 2023, Investigator Kelsie Bowler contacted Wilde and explained that the Division was initiating an investigation. She notified Wilde that his practices violated BODA.

108. On January 29, 2024, Investigator Bowler again warned Wilde by stating: “This investigation centers around a statute called the Business Opportunity Disclosure Act. We call it ‘BODA’ We require that all business opportunities that create a new business for an individual who offer income potential or make income representations and cost at least \$500 be given disclosures. . . . It’s essentially saying, this is how many I’ve sold, this is how many people are successful You have to register as a business opportunity provider and provide those disclosures, and you provide proof of those disclosures.”

109. Wilde expressed that he understood Investigator Bowler several times throughout the call and said that he did not have any questions.

110. Over a series of phone calls in subsequent weeks, Investigator Bowler walked Wilde through exactly how to comply with BODA.

111. Despite these explanations and warnings, Wilde chose not to file disclosure statements with the Division.

112. Neither Wilde nor any complainant has provided the Division with evidence suggesting that Wilde provided disclosure statements to consumers.

VII. Wilde failed to register with the Division before engaging in telephone solicitations.

113. Wilde solicited some consumers over the phone and obtained some sales over the phone, including over text messages.

114. Wilde never registered with the Division before engaging in telephone solicitations.

COUNT ONE
Deceptive Acts and Practices in violation of the CSPA
Utah Code § 13-11-4(1)

115. The CSPA prohibits suppliers from committing deceptive acts or practices in connection with a consumer transaction whether the act occurs before, during, or after the transaction. Utah Code § 13-11-4(1).

116. The CSPA is a remedial statute intended “to be construed liberally . . . to protect consumers from suppliers who commit deceptive and unconscionable sales practices.” *Id.* § 13-11-2.

117. Wilde engaged in “consumer transaction[s]” by marketing and selling products and services that are primarily for personal, family, or household purposes, or for purposes that relate to a business opportunity. *Id.* § 13-11-3(2), (5).

118. Wilde is a “supplier” because he regularly solicited, engaged in, or enforced consumer transactions. *Id.* § 13-11-3(6).

119. In many instances in connection with the advertising, marketing, promotion, and other representations regarding his products and services, including through the actions described above, Wilde deceptively represented, directly or indirectly, expressly or by implication, with the intent that consumers rely on the deceptive representations, as alleged herein and including and not limited to: (a) misrepresenting the profits consumers could expect to enjoy; (b) misrepresenting the success of other consumer stores; (c) misrepresenting how the “consulting fees” and other consumer payments would be used; (d) misrepresenting the timeline for when the Amazon stores would be operational and profitable; and (e) misrepresenting that there was a “money back guarantee.”

COUNT TWO
Falsely Indicating Performance Characteristics or Benefits in violation of the CSPA
Utah Code § 13-11-4(2)(a)

120. The CSPA prohibits suppliers from indicating that the subject of a consumer transaction has performance characteristics or benefits, if it does not. Utah Code § 13-11-4(2)(a).

121. Wilde falsely indicated performance characteristics and benefits of contracting with him for an Amazon store by, *inter alia*, representing: (a) that the stores would generate \$2,500–\$7,200+ in passive profit each month . . . [i]n just 60 days”; (b) that the average monthly profits for his “100+” active clients was “\$3,000”; (c) that there was minimal risk involved in the

business opportunities he solicited; and (d) that his business model offered “one of the best risk-to-reward ratios” for consumer investment.

122. Wilde knowingly or intentionally made misrepresentations about the performance characteristics and benefits of contracting with him for an Amazon store.

COUNT THREE
Failure to Deliver Goods or Services in violation of the CSPA
Utah Code § 13-11-4(2)(l)

123. The CSPA prohibits suppliers from failing to ship goods or furnish services within the time represented (or if no time is represented, within 30 days) after the receipt of payment, unless the supplier provides the buyer with the option to cancel the agreement and receive a refund or extend the shipping date. Utah Code § 13-11-4(2)(l).

124. Wilde failed to deliver goods or services by failing to launch consumers’ stores and products, and where the stores/products were launched, failing to launch within the time represented. No consumers received a refund from Wilde or a right to cancel.

125. Wilde knowingly or intentionally failed to deliver these goods and services after receiving payment from consumers.

COUNT FOUR
Failure to Honor Warranty or Remedy in violation of the CSPA
Utah Code § 13-11-4(2)(j)

126. The CSPA prohibits indicating that a consumer transaction involves a warranty or other rights, remedies, or obligations, if it does not. *Id.* § 13-11-4(2)(j)(i).

127. The CSPA prohibits failing to honor a warranty or a particular warranty term. *Id.* § 13-11-4(2)(j)(ii).

128. Wilde promised, but did not honor, a “money back guarantee” whereby consumers would be refunded the cost of their initial payments if they had not recovered the cost

within 12 months.

129. Wilde knowingly or intentionally promised and failed to honor the “money back guarantee.”

COUNT FIVE
Unauthorized Charges in violation of the CSPA
Utah Code § 13-11-4(2)(r)

130. The CSPA prohibits charging a consumer for a consumer transaction or a portion of a consumer transaction that has not previously been agreed to by the consumer. *Id.* § 13-11-4(2)(r).

131. Wilde repeatedly and frequently made unauthorized charges on consumers’ credit cards.

132. Wilde knowingly or intentionally made these unauthorized charges.

COUNT SIX
Misrepresentations in Establishing a Franchise or Distributorship in violation of the CSPA
Utah Code § 13-11-4, Utah Admin. Code R152-11-11

133. Under Utah Code section 13-11-8(2), the Division has the authority to create substantive rules prohibiting specific deceptive acts or practices. Those deceptive acts or practices are listed in the CSPA Rule, Utah Admin. Code R152-11. Acts and practices prohibited in the CSPA Rule are violations of Utah Code section 13-11-4, and the same remedies are available for violations of the Rule and the statute.

134. Wilde engaged in a “franchise or distributorship” because he entered into contracts “requiring substantial capital investment . . . between two or more persons” involving a “commercial relationship” of indefinite duration and “[w]herein the purchaser, is granted the right to offer, sell, and distribute consumer commodities . . . organized and directed by the seller;

and the purchaser has not previously engaged in such business opportunity.” Utah Admin. Code R152-11-11(A)(2)(a), (b).

135. In connection with the trade or commerce of establishing a franchise or distributorship, including through the actions described above, Wilde engaged in the following deceptive acts or practices directly prohibited by Rule, including and not limited to:

- (a) misrepresenting the prospects or chances for success of the franchise or distributorship;
- (b) misrepresenting the known required total investment; (c) misrepresenting the quality of the products to be sold through the franchise or distributorship; (d) misrepresenting the management assistance available; (e) misrepresenting the amount of profits the franchisee can expect;
- (f) failing to provide to the purchaser a written contract including the total financial obligation of the purchaser to the seller and the description and date of delivery of consumer commodities; and
- (g) failing to honor the contract. Utah Admin. Code R152-11-11(B)(1), (2), (4), (5), (6), (13), (14).

COUNT SEVEN

Failure to Provide Disclosures to Consumers in violation of BODA

Utah Code § 13-15-203(1), *id.* § 13-15-5

136. BODA was amended in May 2022. *See* Utah Code § 13-15-101 *et seq.* (amended version); *id.* § 13-15-1 *et seq.* (old version). The relevant provisions of the old BODA statute and the amended statute are substantially the same. Because the alleged violations occurred both before and after the amendment, citations to both statute versions are included herein.

137. Wilde sells “business opportunit[ies]” because they “sell[] or lease[] a product, equipment, a supply, or a service . . . upon payment of initial required consideration of at least \$500, and . . . for the purpose of enabling the buyer or lessee to start a business.” *Id.*

§ 13-15-102(1); *see also id.* § 13-15-2(1)–(2) (defining “business opportunity” nearly identically in the old BODA statute).

138. Wilde is a “seller” because he “offers to sell, offers to lease, sells, or leases to another person a business opportunity.” *Id.* § 13-15-102(9); *see also id.* § 13-15-2(8) (defining “seller” as a “person who sells or offers to sell” a business opportunity).

139. Sellers of business opportunities must provide disclosure statements to prospective purchasers at least ten days before the prospective purchaser enters into a contract or provides a payment or other consideration. *Id.* § 13-15-203(1); *see also id.* § 13-15-5.

140. Wilde failed to provide disclosure statements to consumers.

COUNT EIGHT

Failure to File with Division in violation of BODA

Utah Code § 13-15-201(1), *id.* § 13-15-4

141. Before selling a business opportunity in Utah, a person must first obtain a proof of disclosure receipt from the Division every year by filing a disclosure statement and paying a filing fee. *Id.* § 13-15-201(1); *see also id.* § 13-15-4.

142. Wilde failed to file disclosure statements with the Division for each of the last six years he has been operating in Utah.

COUNT NINE

Failure to File in violation of the TFPA

Utah Code §§ 13-26-3(1), 13-26-11(1)(a)

143. Wilde engaged in telephone solicitations because he solicited the sale of goods or services over the telephone and through text messages. *Id.* § 13-26-2(10), *see id.* § 13-25a-102(8).

144. Wilde is a “seller” under the TFPA because he made telephone solicitations and caused telephone solicitations to be made. *Id.* § 13-26-2(8).

145. The TFPA requires sellers that engage in telephone solicitations to register annually with the Division before engaging in telephone solicitations. *Id.* §§ 13-26-3(1), 13-26-11(1)(a).

146. Wilde never registered with the Division before engaging in telephone solicitations.

COUNT TEN

Misrepresentations in violation of the TFPA Utah Code § 13-26-11(1)(b)

147. The TFPA prohibits a seller, in connection with a telephone solicitation, from causing to be made any untrue material statements or failing to disclose material facts necessary to make a statement not misleading. *Id.* § 13-26-11(1)(b).

148. Wilde made untrue material statements in connection with telephone solicitations by misrepresenting expected profits, likelihood of success, how payments would be used, the timeline to operation and profitability, and the “money back guarantee.”

PRAYER FOR RELIEF

WHEREFORE, the Division respectfully requests this Court enter a judgment in its favor and grant relief against Defendant as follows:

1. Declare that Defendant’s acts and practices have violated the CSPA, Utah Code sections 13-11-4(1), 13-11-4(2)(*l*); the CSPA Rule, Utah Admin. Code R152-11-11(B)(1), (2), (4), (5), (6), (13), (14); BODA, Utah Code sections 13-15-201(1), 13-15-203(1), 13-15-4, and 13-15-5; and the TFPA, Utah Code sections 13-26-3(1), 13-26-11(1)(a), and 13-26-11(1)(b).

A. Enjoin Defendant and his affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of the Court’s order, from violating the CSPA, BODA, and TFPA under Utah Code sections 13-11-17(1)(b), 13-15-301(3)(b)(ii), 13-26-8(3)(ii).

2. Order disgorgement and rescission of all money Defendant received in violation of BODA, under Utah Code sections 13-15-301(3)(b)(iii) and 13-15-6(2), including at least \$9.2 million and any additional amount of ill-gotten money determined at trial.

B. Order Defendant to pay actual damages to consumers who have complained to the Division or will complain to the Division within a reasonable time after the date of this filing under Utah Code section 13-11-17(1)(c).

C. Order civil penalties of more than \$2 million, as set forth by statute in accordance with Utah Code sections 13-11-17(1)(d), (6), 13-15-301(3)(b)(v), and 13-26-8(2) for Defendant's violations of the CSPA, BODA, and TFP.

3. Award the Division the costs of this action, its investigation, and reasonable attorney's fees in accordance with Utah Code sections 13-11-17.5 and 13-15-301(4).

D. Grant any further relief as the Court deems just and proper.

JURY DEMAND

The Division demands a trial by jury by the maximum number of jurors permitted by law for all claims triable by jury.

Dated this November 27, 2024.

Respectfully submitted,

/s/ Douglas Crapo
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