
DISCIPLINARY AGREEMENT REGARDING THE LICENSE OF PINE CREEK BUILDERS, L.L.C. (LICENSE NO. 12474781-5501) TO PRACTICE AS A CONTRACTOR IN THE STATE OF UTAH

Case No. DOPL - 2026- 163

By signing below, **Dallas Lane Eastman** and **Pine Creek Builders, L.L.C** (collectively "Respondent"), the Utah Construction Services Commission ("Commission"), and the Utah Division of Professional Licensing ("Division") knowingly and voluntarily agree as follows:

1. **Agreement Effective Date:** This Agreement becomes effective on the day the Division Director signs the attached Order (the "Effective Date").
2. **Pre-Adjudication Settlement:** This Agreement is a pre-adjudication settlement, as contemplated by Utah Code § 63G-4-102(4). If the Agreement is not signed by Respondent, the Commission, and the Division, the Division will proceed with adjudication of Respondent's alleged unprofessional or unlawful conduct. By signing this Agreement, Respondent waives the right to participate in adjudication proceedings and respond to these allegations before the Commission or Division.
3. **Undisputed Facts:** Respondent does not dispute the following facts, for the purposes of this administrative action regarding Respondent's license:
 - a. Respondent has been licensed as a contractor in the State of Utah since on or about September 14, 2021. The license expired on November 30, 2025.
 - b. Dallas Lane Eastman is the owner and qualifier of Respondent license.
 - c. On or about May 18, 2025, Respondent was hired to complete a remodel and roofing project in Millcreek, Utah with a cost of \$164,998.90.
 - d. Two wire transfers to Respondent were completed for the deposit on the project, one for \$49,499.67 on May 20, 2025, and the second for \$19,500 on August 22, 2025.
 - e. Some demolition was begun; however, Respondent failed to complete the project, resulting in two Notices of Liens being sent to the homeowner for failure to pay a subcontractor and supplier.
 - f. In order to avoid the placement of the liens, the homeowner paid the subcontractor and supplier directly.

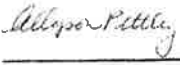
- g. On January 30, 2026, the homeowner sent a Notice of Termination to Respondent.
 - h. Respondent notified a Division Investigator that he agrees to a disciplinary surrender of the residual rights to reinstate the license.
4. **Finding of Unprofessional Conduct:** Respondent's conduct described above is "unprofessional conduct," as defined by Utah Code § 58-55-502(4)(a) for abandoning the project, to include:
- contract violations that pose a threat or potential threat to the public health, safety and welfare including willful, fraudulent or grossly negligent departure from or disregard for plans or specifications, or abandonment or failure to complete a project without the consent of the owner or the owner's duly authorized representative or the consent of any other person entitled to have the particular project completed in accordance with the plans, specifications, and contract terms constitute unprofessional conduct.
5. **Finding of Unlawful Conduct:** Respondent's conduct described above is "unlawful conduct," as defined by Utah Code § 58-55-501(13) for failure to pay the subcontractor and supplier to include:
- if licensed as a contractor or representing oneself to be a contractor, receiving any funds in payment for a specific project from an owner or any other person, which funds are to pay for work performed or materials and services furnished for that specific project, and after receiving the funds to exercise unauthorized control over the funds by failing to pay the full amounts due and payable to persons who performed work or furnished materials or services within a reasonable period of time
6. **Division's Authority to Act:** Based on its finding of unprofessional and unlawful conduct, the Division is authorized to "revoke, suspend, restrict, place on probation, or otherwise act upon" Respondent's license under Utah Code § 58-1-401(2).
7. **License is Surrendered:** Respondent surrenders their license to practice as a contractor in the State of Utah, and all residual rights related to that license, forfeiting any right to practice as a contractor in the State of Utah. Respondent will not receive any refund of license or renewal fees previously paid to the Division.
8. **Reapplying for Licensure:** Respondent may not reapply for licensure in the State of Utah until two years have elapsed from the effective date of this Agreement.
9. **Payment of Administrative Penalties or Fines:** Respondent remains responsible for any outstanding administrative penalties or fines previously

ordered by the Division. Respondent must pay any outstanding fines in full before their reapplication licensure may be approved.

10. **Surrender May Affect Relicensure:** Surrender of Respondent's license may adversely affect future applications for licensure by Respondent and Respondent's owner(s), officer(s), director(s), shareholder(s), partner(s), member(s), agent(s), or qualifier(s). See Utah Code § 58-55-302(5).
11. **No Guarantee of Relicensure:** The Division does not guarantee that any future application by Respondent for licensure will be granted.
12. **Disciplinary Action:** The resulting Commission Order, with the concurrence of the Division Director, is a disciplinary action against Respondent's license under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). This disciplinary action may adversely affect any license or application for licensure Respondent may have in another state.
13. **Agreement is a Public Document:** This agreement is a public document and will be published on the Division's website
14. **No Outside Agreement:** There are no written or verbal agreements outside of the text of this document and the attached Order that modify, interpret, construe, or affect this Agreement. No person is authorized to make any promise, implication, or guarantee on behalf of the Division or Commission outside of this Agreement.
15. **Void if no Final Order:** The Commission and Division Director are not required to accept this Agreement or sign the attached Order. If the Commission or Division Director does not sign the attached Order, this Agreement and the representations in it will be null and void.
16. **Waiver of Claims Against Division Director:** If the Division Director does not sign the attached Order, the Division may initiate adjudication of Respondent's alleged unprofessional or unlawful conduct. In an adjudicative proceeding, the Division Director may be the presiding officer and final decisionmaker. Respondent and the Division waive any claim that the Division Director was biased or prejudiced by having reviewed this Agreement. This waiver survives nullification of the Agreement.
17. **Waiver of Judicial Review:** Respondent waives all rights to administrative and judicial review of this Agreement and Order that they might otherwise be entitled to under Utah Code §§ 63G-4-301 through -405 and Utah Administrative Code R151-4-901 through -907.
18. **Opportunity to Review:** Respondent has read and understands all the above and has no questions about any term or provision.

// (signatures on next page) //

DIVISION OF PROFESSIONAL
LICENSING

BY: 
ALLYSON PETTLEY
Bureau Manager

DATE: 05/27/2026

RESPONDENT

BY: 
DALLAS LANE EASTMAN
Pine Creek Builders, L.L.C.

DATE: 5-6-2026

ORDER

THE ABOVE AGREEMENT between the Division of Professional Licensing ("Division") and PINE CREEK BUILDERS, L.L.C. is approved by the Construction Services Commission and constitutes its Findings of Fact and Conclusions of Law. This Order is a **disciplinary action** under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). The terms and conditions of the Agreement are incorporated and constitute the Commission's Final Order.

DATED 05/27/2026.

CONSTRUCTION SERVICES COMMISSION



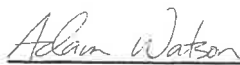
Richard W. Lewis (May 27, 2026 11:48:48 MDT)

Representative

I concur with the above Agreement and Order, which the Construction Services Commission has approved.

DATED 05/27/2026.

DIVISION OF PROFESSIONAL LICENSING



ADAM WATSON

Assistant Director

Bureau Manager ~ Allyson Pettley