Public Warning Notice

Issued under section 223 of the *Australian Consumer Law* (SA)

and section 48 of the *Fair Trading Act 1987* (SA)

Adam Piening trading as First Choice Concrete

The Commissioner for Consumer Affairs (**the Commissioner**) is issuing a public warning notice about Adam James Piening trading as *First Choice Concrete*.

Mr Piening has contracted for the supply of labour and materials for concrete works, earthworks and the installation of retaining walls and stormwater systems under the business name *First Choice Concrete*.

Mr Piening does not hold a building work contractors licence under Part 2 of *the Building Work Contractors Act 1995* (SA) (**BWC Act**). As such, he cannot lawfully contract to perform "building work" under the BWC Act. This includes concrete works, earthworks and the installation of retaining walls and stormwater systems.

Consumer and Business Services (**CBS**) has received several complaints from consumers about Mr Piening.

These complaints allege that Mr Piening:

- contracted to perform building work while unlicensed.
- held himself out as a licensed building work contractor despite being unlicensed.
- accepted payment for work but failed to perform it within a reasonable time or at all, contrary to section 158(7) of the *Australian Consumer Law* (SA).
- failed to attend a compulsory conciliation conference as required by the Commissioner under the *Fair Trading Act 1987* (SA).

The examples below illustrate the conduct alleged in the complaints about Mr Piening.

<u>Example 1</u>

On or about 20 September 2025, Mr Piening provided a consumer with a quote of $21,000 for the supply of labour and materials to install stormwater drainage and perimeter concrete paths and lay exposed aggregate concrete on the front path and driveway at the consumer's residence, under the business name "*First Choice Concrete*".

On or about 20 September 2025, Mr Piening confirmed that he would commence the work on 6 October 2025.

On 20 September 2025, the consumer paid $10,500 to Mr Piening's nominated bank account via electronic funds transfer as a deposit for the supply of the goods and services specified in the quote.

Mr Piening did not complete the work and agreed to return the deposit paid on 20 September 2025. Mr Piening returned $6,000, but the remaining $4,500 is in dispute.

A compulsory conciliation conference (**CCC**) with the consumer was scheduled for 17 June 2026 to resolve the dispute over the outstanding amount. Mr Piening did not attend despite being required to do so.

On 6 July 2026, in response to this complaint, the Building Industry Response Team in CBS issued Mr Piening with a $5,000 expiation for an alleged offence contrary to section 6(1)(a) of the BWC Act (carrying on a business as a building work contractor without a licence) and a $5,000 expiation for an alleged offence contrary to section 8A(4) of the *Fair Trading Act 1987* (SA) (failure to attend a compulsory conciliation conference).

Example 2

On 11 January 2026, Mr Piening provided the consumers with a quote of $26,341 for the supply of labour and materials to perform concreting and earthworks at the residence under the business name "First Choice Concrete".

On 13 January 2026, the consumers paid $13,170.50 to Mr Piening's nominated bank account as a deposit for the supply of the goods and services specified in the quote.

At the time payment was accepted, Mr Piening told the consumers that the work would commence on 16 February 2026.

Ultimately, the work was not completed, and the consumers requested a refund.

Mr Piening agreed to refund the deposit to the consumers but has not done so.

On 6 July 2026, in response to this complaint, the Building Industry Response Team in CBS issued Mr Piening with a $5,000 expiation for an alleged offence contrary to section 6(1)(a) of the BWC Act (carrying on a business as a building work contractor without a licence).

Example 3

On or about 19 April 2026, Mr Piening provided a consumer with a quote of $19,306.98 for the supply of labour and materials for concrete works and retaining walls at the consumer's residence under the business name "First Choice Concrete".

On 20 April 2026, the consumer paid $9,653.49 to Mr Piening's nominated bank account via electronic funds transfer as a deposit for the supply of the goods and services specified in the quote.

On 27 April 2026, Mr Piening confirmed that he would commence the work on 6 May 2026. The work was not completed, and the consumer requested a refund.

To date, the consumer has not received a refund.

On 6 July 2026, in response to this complaint, the Building Industry Response Team in CBS issued Mr Piening with a $5,000 expiation for an alleged offence contrary to section 6(1)(a) of the BWC Act (carrying on a business as a building work contractor without a licence).

Example 4

On or about 28 April 2026, Mr Piening provided a consumer with a quote of $10,659 for the supply of labour and materials to remove the existing concrete path and install a replacement at the consumer's residence under the business name "First Choice Concrete".

On 28 April 2026, the consumer paid $5,000 to Mr Piening's nominated bank account.

Ultimately, the work was not completed, and the consumer requested a refund of the deposit.

To date, no refund has been made.

On 6 July 2026, in response to this complaint, the Building Industry Response Team in CBS issued Mr Piening with a $5,000 expiation for an alleged offence contrary to section 6(1)(a) of the BWC Act (carrying on a business as a building work contractor without a licence).

Example 5

On 13 August 2026, Mr Piening quoted consumers $20,908.14 for the supply and laying of concrete at their premises. The quote requested a 50% deposit before work began. The consumers paid Mr Piening $10,454.07 that day.

The BWC Act provides that, for a contract over $20,000, a building work contractor may request a deposit of no more than 5%.

Mr Piening began preparatory work, but the work was not completed. He stopped communicating about the job.

This matter remains under investigation.

I am warning the public about engaging Adam Piening, trading as *First Choice Concrete*, to perform building work, including concrete works, earthworks and the installation of retaining walls and stormwater systems, because I:

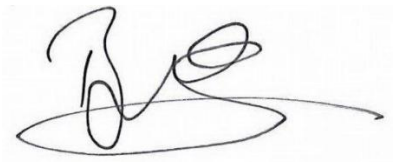
1. consider that he has repeatedly contracted for building work without a licence;

2. have reasonable grounds to suspect that his conduct may contravene section 158(7) of the *Australian Consumer Law* (SA);

3. am satisfied that one or more persons have suffered, or are likely to suffer, a detriment as a result of the alleged conduct; and

4. am satisfied that it is in the public interest to issue a public warning notice.

If you have concerns about your dealings with Adam Piening or First Choice Concrete, contact CBS on 131 882.



Ben Broyd
Assistant Commissioner
Delegate of the Commissioner for Consumer Affairs
Dated: 20 November 2026

Disclaimer: Other individuals or businesses may have names similar to those named in public warnings. You can check a trader's licence at www.cbs.sa.gov.au/find-a-licence-holder.