BEFORE THE REGISTRAR OF CONTRACTORS CONTRACTORS STATE LICENSE BOARD DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA

In the Matter of the Accusation Against:

N I R WEST COAST INC., d.b.a. NORTHERN CALIFORNIA ROOFING CO.; GREGORY THOMAS LYNN, RMO/CEO/PRES 859 Cotting Ct., #A Vacaville, CA 95688

Contractor License No. 593448

Respondent.

CASE NO. N2016-373

ORDER TO ADOPT STIPULATED SETTLEMENT

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter. The failure to comply with any of the terms and conditions as set forth in the provisions of probation will be deemed a violation of probation.

IT IS FURTHER ORDERED that N I R WEST COAST INC., d.b.a. NORTHERN CALIFORNIA ROOFING CO, License Number 593448, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$30,000.00, for a period of not less than two years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that respondent shall pay the investigative costs in the amount of \$4,914.00. Monthly payments are to be made in the amount of \$289.06, until completed. Payments are to be made at the end of each month, commencing the first full month after the effective date of this decision.

IT IS THE responsibility of the respondents, named in this Order, to read and follow the Order. The deadlines for meeting the terms and conditions are based upon the EFFECTIVE DATE of this Decision. No notices or reminders will be sent as to compliance with the terms and conditions. Proof of payments of restitution and payments for the Cost of Investigation and Enforcement if ordered, are to be sent to CSLB, Sacramento Case Management, Post Office Box 26888, Sacramento, CA 95826.

This Decision shall become effective on January 14, 2019.

IT IS SO ORDERED December 12, 2018.

David Fogt

Registrar of Contractors

1	XAVIER BECERRA Attorney General of California	•		
2	DIANN SOKOLOFF Supervising Deputy Attorney General			
3	SUSANA A. GONZALES Deputy Attorney General			
4	State Bar No. 253027 1515 Clay Street, 20th Floor		•	
5	P.O. Box 70550 Oakland, CA 94612-0550			
6	Telephone: (510) 879-0266 Facsimile: (510) 622-2270			
7	Attorneys for Complainant			
8				
9	BEFORE THE REGISTRAR OF CONTRACTORS			
10	CONTRACTORS' STATE LICENSE BOARD			
11	DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA			
12				
13]		
14	In the Matter of the First Amended Accusation Against:	Case No. N2016-373		
15	N I R WEST COAST INC., d.b.a.	OAH No. 2018031007		
16	NORTHERN CALIFORNÍA ROOFING CO.; GREGORY THOMAS LYNN,	STIPULATED SETTI DISCIPLINARY ORD	EMENT AND	
17	RMO/CEO/PRES 859 Cotting Ct., #A Vacaville, CA 95688			
18	Contractor License No. 593448		•	
20	Respondent.	. ,		
21				
22	IT IS HEREBY STIPULATED AND AGR	EED by and between the	parties to the above-	
23	entitled proceedings that the following matters are		•	
24	PART	TIES		
25	1. Wood Robinson (Complainant) is the	Enforcement Supervisor	I of the Contractors'	
26	State License Board (Board). He brought this action solely in his official capacity and is			
27	represented in this matter by Xavier Becerra, Attorney General of the State of California, by			
28	Susana A. Gonzales, Deputy Attorney General.	A me a constitution and Applied to the Applied to t	we were wearing Uy	
	" " " " " " " " " " " " " " " " " " "	i e		

- 2. NIR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/President (Respondent) is represented in this proceeding by attorney John L. Boze, whose address is: 400 Capitol Mall, Suite 1850, Sacramento, CA 95814.
- 3. On or about May 10, 1990, the Registrar of Contractors (Registrar) issued Contractor License No. 593448 to NTR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/President (Respondent). The Contractor License was in full force and effect at all times relevant to the charges brought in First Amended Accusation No. N2016-373, and will expire on August 31, 2019, unless renewed.

JURISDICTION |

- 4. Accusation No. N2016-373 was filed before the Registrar and properly served on Respondent, along with all other statutorily required documents, on September 20, 2017. Respondent timely filed his Notice of Defense contesting the Accusation. First Amended Accusation No. N2016-373 was filed before the Registrar and properly served on Respondent, along with all other statutorily required documents, on October 19, 2018. The First Amended Accusation is currently pending against Respondent
- 5. A copy of First Amended Accusation No. N2016-373 is attached as exhibit A and incorporated by reference.

ADVISEMENT AND WAIVERS

- 6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in First Amended Accusation No. N2016-373. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.
- 7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the First Amended Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision;

and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

- 9. Respondent understands and agrees that the charges and allegations in the First Amended Accusation No. N2016-373, if proven at a hearing, constitute cause for imposing discipline upon his contractor's license.
- 10. For the purpose of resolving the First Amended Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant intends to present evidence establishing a factual basis for the charges in the First Amended Accusation, and Respondent hereby gives up his right to contest those charges.
- 11. Respondent agrees that his Contractor License is subject to discipline and he agrees to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

- Registrar's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Contractors' State License Board may communicate directly with the Registrar regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Registrar considers and acts upon it. If the Registrar fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Registrar shall not be disqualified from further action by having considered this matter.
- 13. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

- 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.
- 15. In consideration of the foregoing admissions and stipulations, the parties agree that the Registrar may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Contractor License No. 593448 issued to NIR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/President (Respondent) is revoked. However, the revocation is stayed and Respondent is placed on probation for two (2) years on the following terms and conditions.

- 1. Obey All Laws. Respondent shall comply with all federal, state and local laws, including all building laws and uniform codes, governing the activities of a licensed contractor in California.
- 2. Interviews With Enforcement Representative. Respondent and any of Respondent's personnel of record shall appear in person for interviews with the Registrar or designee upon request and reasonable notice during the probationary period.
- 3. Completion Of Probation. Upon successful completion of probation, the Contractor License will be fully restored.
- 4. Violation Of Probation. If Respondent violates probation or any condition of probation in any respect, the Registrar, after giving notice and opportunity to be heard, may revoke probation and impose the disciplinary order that is stayed. If an accusation or petition to revoke probation is filed against Respondent during the probationary period, then the Registrar shall have continuing jurisdiction of this matter until the subsequent matter is final, and the period of probation and all the conditions of probation in this matter shall be extended until the

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subsequent matter is final. If there is an order to make restitution or pay cost recovery and Respondent fails to comply with the restitution or cost recovery order and make a payment, the Registrar may immediately lift the stay and reimpose the disciplinary order without giving Respondent an opportunity to be heard.

- 5. Restitution. Within thirty (30) days of the effective date of the decision, Respondent shall submit to the Registrar or its designee proof of payment of restitution to A.S. pursuant to the "Settlement Agreement and Mutual Release of All Claims" between Respondent and A.S. Failure to submit proof to the Registrar or its designee of restitution to the victim within thirty (30) days of the effective date of the decision shall automatically terminate the stay of the order of revocation and Respondent's license shall be revoked without further notice or hearing.
- 6. **Disciplinary Bond.** Not later than the effective date of the decision, Respondent shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the registrar based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not replace any other type of contractor's bond. The disciplinary bond shall remain on file with the registrar for a period of at least two years and for such additional time as the registrar may determine, as required by Business and Professions Code section 7071.8.
- 7. **Production of Documents.** Respondent shall submit copies of documents directly related to construction operations to the Registrar or designee upon demand during the probationary period.
- 8. Construction Contracts. Respondent shall submit copies of all construction contracts to the Registrar or designee for approval upon demand during the probationary period.
- 9. **Direct Supervision.** Respondent shall submit to the Registrar or designee for approval within thirty (30) days of the effective date of the Decision and Order a detailed plan setting forth the procedure to be used to provide for direct supervision and control of Respondent's construction activities by the qualifying individual on the license.

- 10. Law and Business Examination. Respondent shall take and pass within one-hundred and eighty (180) days of the effective date of the Decision and Order the Contractors' State License Board's law and business examination. Respondent has the burden of applying for, scheduling, and making arrangements to take the exam.
- 11. Trade Examination. Respondent shall take and pass within one-hundred and eighty (180) days of the effective date of the Decision and Order the Contractors' State License Board's trade examination in C-39 Roofing. Respondent has the burden of applying for, scheduling, and making arrangements to take the exam.
- 12. Cost Recovery. Respondent shall pay to the Registrar pursuant to Business and Professions Code section 125.3 the costs of investigation and enforcement in this matter in the amount of \$4,914.00. Payments shall be made in 17 equal monthly installments beginning thirty (30) days from the effective date of the Decision and Order until paid in full. Failure to pay the full cost recovery amount as provided herein shall constitute a violation of probation.
- 13. Respond to Inquiry from Probation Monitor. Respondent shall respond in writing within 20 calendar days of any written inquiry or demand from the Registrar or authorized designee (Probation Monitor) during the probation period. Failure to respond within the allotted timeframe shall be considered a violation of the terms of probation.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, John L. Boze. I understand the stipulation and the effect it will have on my Contractor License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Registrar of Contractors, Contractors' State License Board.

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CALIFORNIA ROOFING CO., GREGORY THOMAS LYNN, RMO/CEO/PRESIDENT

Respondent

1	I have read and fully discussed with Respondent NIR West Coast Inc., doing business as		
2	Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/President the terms and		
3 .	conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order		
4	I approve its form and content.		
5			
6	DATED: MORENESE 30, 2018 MAN TO		
7	Attorney for Respondent		
8			
9	ENDORSEMENT		
10	The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully		
11	submitted for consideration by the Registrar of Contractors, Contractors' State License Board.		
12	Dated: Alaramber 30, 2010 Respectfully submitted,		
13	Dated: November 30, 2018 Respectfully submitted, XAVIER BECERRA		
14	Attorney General of California DIANN SOKOLOFF		
15	Supervising Deputy Attorney General		
16	Mixel		
17	SUSANA A. GONZALES		
18	Deputy Attorney General Attorneys for Complainant		
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Exhibit A

First Amended Accusation No. N2016-373

1	Wilder Dronner		
1	XAVIER BECERRA Attorney General of California		
2	DIANN SOKOLOFF Supervising Deputy Attorney General		
3.	Susana A. Gonzales Deputy Attorney General		
4	State Bar No. 253027 1515 Clay Street, 20th Floor		
5	P.O. Box 70550 Oakland, CA 94612-0550		
6	Telephone: (510) 879-0266 Facsimile: (510) 622-2270		
7	Attorneys for Complainant		
8			
9	BEFORE THE REGISTRAR OF CONTRACTORS		
10	CONTRACTORS' STATE LICENSE BOARD		
11	DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA		
12			
13			
14	In the Matter of the First Amended Accusation Against: Case No. N2016-373		
15 16 17	N I R WEST COAST INC., d.b.a. NORTHERN CALIFORNIA ROOFING CO.; GREGORY THOMAS LYNN, RMO/CEO/PRES 859 Cotting Ct., #A Vacayille, CA 95688		
18	Contractor License No. 593448		
20	Respondent,		
21			
22	Complainant alleges:		
23	PARTIES		
24	1. Wood Robinson (Complainant) brings this First Amended Accusation solely in his		
25	official capacity as the Enforcement Supervisor I of the Contractors' State License Board,		
26	Department of Consumer Affairs.		
27	2. On or about May 10, 1990, the Registrar of Contractors issued Contractor License		
28			
***	Number 593448 to NIR West Coast Inc., doing business as Northern California Roofing Co.,		
	(NIR WEST COAST INC., DOING BUSINESS AS NORTHERN CALIFORNIA ROOFING CO., GREGORY		
1.4	THOMAS LYNN, RMO/CEO/PRES) FIRST AMENDED ACCUSATION		

Gregory Thomas Lyan, RMO/CEO/President (Respondent). The Contractor License was in full force and effect at all times relevant to the charges brought in this First Amended Accusation and will expire on August 31, 2019, unless renewed.

JURISDICTION

- 3. This First Amended Accusation is brought before the Registrar of Contractors (Registrar) for the Contractors' State License Board, Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.
- 4. Section 7090 of the Business and Professions Code ("Code") provides, in pertinent part, that the Registrar may suspend or revoke any license or registration if the licensee or registrant is guilty of or commits any one or more of the acts or omissions constituting cause for disciplinary action.
- 5. Section 7106.5 of the Code provides, in pertinent part, that the expiration, cancellation, forfeiture, or suspension of a license by operation of law or by order or decision of the registrar, or a court of law, or the voluntary surrender of the license shall not deprive the registrar of jurisdiction to proceed with any investigation of or action or disciplinary proceeding against the license, or to render a decision suspending or revoking the license.
- 6. Section 118, subdivision (b), of the Code provides, in pertinent part, that the expiration of a license shall not deprive the Registrar of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated. Under Code section 7076.1, the Registrar may reinstate a cancelled license if the licensee pays all of the fees and meets all of the qualifications and requirements for obtaining an original license.
- 7. Section 7076.5 of the Code provides, in pertinent part, that the inactive status of a license shall not bar any disciplinary action for violating provisions of the Contractors' State License Law (Bus. & Prof. Code, § 7000, et seq.).

STATUTORY PROVISIONS

- 8. Section 7109, subdivision (a), of the Code states:
- "(a) A willful departure in any material respect from accepted trade standards for good and workmanlike construction constitutes a cause for disciplinary action, unless the departure was in accordance with plans and specifications prepared by or under the direct supervision of an architect,"
- 9. Section 7113 of the Code states that "[f]ailure in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for such construction project or operation or in any modification of such contract constitutes a cause for disciplinary action."
 - 10. Section 7159 of the Code states, in pertinent part:

"(a)

"(1) This section identifies the projects for which a home improvement contract is required, outlines the contract requirements, and lists the items that shall be included in the contract, or may be provided as an attachment.

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- "(d) A home improvement contract and any changes to the contract shall be in writing and signed by the parties to the contract prior to the commencement of work covered by the contract or an applicable change order and, except as provided in paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of the following:
 - "(1) The name, business address, and license number of the contractor.
- "(2) If applicable, the name and registration number of the home improvement salesperson that solicited or negotiated the contract.
- "(3) The following heading on the contract form that identifies the type of contract in at least 10-point boldface type: "Home Improvement,"
- "(4) The following statement in at least 12-point boldface type: "You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started."

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"The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED, HOWEVER, A CONTRACTOR MAY REQUIRE A "(10) The contract shall address the commencement of work to be performed in "(A) A statement that describes what constitutes substantial commencement of work under "(11) The estimated completion date of the work shall be referenced in the contract in "(12) If applicable, the heading: "List of Documents to be Incorporated into the Contract," "(13) The heading: "Note About Extra Work and Change Orders," followed by the "Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress 11. Section 143.5, subdivision (a), of the Code states, in pertinent part: "(a) No licensee who is regulated by a board, bureau, or program within the Department of

(NIR WEST COAST INC., DOING BUSINESS AS NORTHERN CALIFORNIA ROOFING CO., GREGORY

THOMAS LYNN, RMO/CEO/PRES) FIRST AMENDED ACCUSATION

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include or permit to be included a provision in an agreement to settle a civil dispute, whether the agreement is made before or after the commencement of a civil action, that prohibits the other party in that dispute from contacting, filing a complaint with, or cooperating with the department, board, bureau, or program within the Department of Consumer Affairs that regulates the licensee or that requires the other party to withdraw a complaint from the department, board, bureau, or program within the Department of Consumer Affairs that regulates the licensee. A provision of that nature is void as against public policy, and any licensee who includes or permits to be included a provision of that nature in a settlement agreement is subject to disciplinary action by the board, bureau, or program."

COST RECOVERY/RESTITUTION

- 12. Section 125.3 of the Code provides, in pertinent part, that the Registrar may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.
- 13. Government Code section 11519, subdivision (d), provides in part that the Registrar may require restitution of damages suffered as a condition of probation in the event probation is ordered.

A.S. PROJECT

14. On or about April 28, 2014, A.S. and Respondent entered into a contract for the installation of a new, TPO-type¹ roof on A.S.'s home in San Rafael, California. The total contract price was \$31,850.00. Respondent performed work that was not encompassed in the original contract, bringing the total contract price to \$34,520.00, which A.S. paid in full. A few months after the new roof was installed, A.S. noticed water coming into the house from the roof. Respondent returned to A.S.'s home several times to inspect and make repairs to the roof, however the roof continued to leak and caused damage to the interior of the home. The water also caused damage to the vapor barrier between the roof decking and roof insulation.

A TPO roof is a Thermoplastic Polyolefin single-ply reflective roofing membrane made from polypropylene and ethylene-propylene rubber that is polymerized together

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FIRST CAUSE FOR DISCIPLINE

(Bus. & Prof. Code, § 7109, subd. (a)) (Departure from Accepted Trade Standards)

15. Respondent has subjected its Contractor License to disciplinary action in that its work on the A.P. project constitutes a willful departure from accepted trade standards. (Bus. & Prof. Code, § 7109, subd. (a).) Specifically, the seam welds across A.S.'s entire roof were incorrect because Respondent failed to apply sufficient heat in the welds when they were installed. Furthermore, Respondent repaired the TPO roof with dissimilar PVC patch materials. Both of these conditions contributed to the roof seams opening and allowing rain water to enter the home through the roof.

SECOND CAUSE FOR DISCIPLINE

(Bus. & Prof. Code, § 7113) (Failure to Complete Project for Price Stated)

Respondent has subjected its Contractor License to disciplinary action in that Respondent failed to properly complete the A.S. Project for the price stated in the contract. (Bus. & Prof. Code, § 7113.) A.S. will be required to spend over \$52,000,00 to have a roof that is installed correctly. In order to have a roof that is properly installed, A.S.'s existing roof mounted solar thermal and solar electric equipment need to be removed. Next, the existing roof would need to be removed down to the deck. The materials would need to be dried, inspected, and tested for mold growth. Finally, the insulation, roof material, and solar equipment would need to be properly re-installed.

THIRD CAUSE FOR DISCIPLINE

(Bus. & Prof. Code, § 7159, subd. (d)) (Failure to Provide Written Change Order)

17. Respondent has subjected its Contractor License to disciplinary action in that it failed to provide A.S. with a written change order prior to the commencement of work. (Bus. & Prof. Code, § 7159, subd. (d).) Respondent charged A.S. an additional \$2,670.00 in its final invoice, however Respondent never discussed this additional work with A.S. prior to performing it or prior to submitting the final invoice.

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FOURTH CAUSE FOR DISCIPLINE

(Bus. & Prof. Code, § 143.5, subd. (a)) (Inclusion of Void Settlement Provision)

18. Respondent has subjected its Contractor License to disciplinary action in that it included a void settlement provision in a settlement agreement regarding a civil dispute with homeowner A.S. (Bus. & Prof. Code, § 143.5, subd. (a).) Specifically, Respondent entered a settlement agreement with A.S. requiring A.S. to withdraw his consumer complaint filed with the Board against Respondent.

DISCIPLINARY CONSIDERATIONS

19. To determine the degree of discipline, if any, to be imposed on Respondent, Complainant alleges that on or about March 17, 1994, the Registrar issued Citation #3 1993-3294 to Respondent for failure to report employment of home improvement salesperson or employment of unregistered home improvement salesperson (Bus. & Prof. Code, § 7154), and failure to comply with requirements for home improvement sales contracts. (Bus. & Prof. Code, § 7159, subds (a), (b), (d), (f), (g), (j), (k), and (l).) Respondent complied with the citation on March 24, 1994.

OTHER MATTERS

- 20. Sections 7097 and 7098 of the Code provide, in pertinent part, that when any license has been suspended or revoked following a hearing, the Registrar may suspend or revoke, without further notice, any additional license issued in the name of Gregory Thomas Lynn or for which Gregory Thomas Lynn furnished the qualifying experience and appearance under the provisions of section 7068 of the Code.
- 21. Pursuant to Code section 7121, if discipline is imposed on License Number 593448, issued to Respondent, then Gregory Thomas Lynn shall be prohibited from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or associates Gregory Thomas Lynn in any capacity other than as a non-supervising bona fide employee shall be subject disciplinary action.

- 22. Pursuant to section 7121.5 of the Code, if discipline is imposed on License Number 593448, issued to Respondent, then Gregory Thomas Lynn shall be prohibited from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the time the discipline is imposed, whether or not he had knowledge or participated in the acts or omissions constituting grounds for discipline, and any licensee which employs, elects, or associates Efraim Klainman shall be subject to disciplinary action.
- 23. Section 7095 of the Code provides, in pertinent part, that the Registrar in making his order may:
- "(a) Provide for the immediate complete suspension by the licensee of all operations as a contractor during the period fixed by the decision.
- "(b) Permit the licensee to complete any or all contracts shown by competent evidence taken at the hearing to be then uncompleted.
- "(c) Impose upon the licensee compliance with such specific conditions as may be just in connection with his operations as a contractor disclosed at the hearing and may further provide that until such conditions are complied with no application for restoration of the suspended or revoked license shall be accepted by the registrar."

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters alleged in this First Amended Accusation, and that following the hearing, the Registrar of Contractors issue a decision:

- Revoking or suspending Contractor License Number 593448 issued to NIR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/PRES;
- 2. Prohibiting Gregory Thomas Lynn from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license Number 593448, issued to NIR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/PRES;