

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

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2 DIANN SOKOLOFF
Supervising Deputy Attorney General
3 SUSANA A. GONZALES
Deputy Attorney General
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5 P.O. Box 70550
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7 *Attorneys for Complainant*

8
9 **BEFORE THE**
REGISTRAR OF CONTRACTORS
10 **CONTRACTORS' STATE LICENSE BOARD**
11 **DEPARTMENT OF CONSUMER AFFAIRS**
12 **STATE OF CALIFORNIA**

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.**
16 **NORTHERN CALIFORNIA ROOFING**
CO.; GREGORY THOMAS LYNN,
17 **RMO/CEO/PRES**
18 **859 Cotting Ct., #A**
Vacaville, CA 95688

OAH No. 2018031007

19 **STIPULATED SETTLEMENT AND**
20 **DISCIPLINARY ORDER**

21 **Contractor License No. 593448**

22 Respondent.

23 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
entitled proceedings that the following matters are true:

24 PARTIES

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.

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

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

5 CULPABILITY

6 9. Respondent understands and agrees that the charges and allegations in the First
7 Amended Accusation No. N2016-373, if proven at a hearing, constitute cause for imposing
8 discipline upon his contractor's license.

9 10. For the purpose of resolving the First Amended Accusation without the expense and
10 uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant intends to
11 present evidence establishing a factual basis for the charges in the First Amended Accusation, and
12 Respondent hereby gives up his right to contest those charges.

13 11. Respondent agrees that his Contractor License is subject to discipline and he agrees to
14 be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

15 CONTINGENCY

16 12. This stipulation shall be subject to approval by the Registrar of Contractors or the
17 Registrar's designee. Respondent understands and agrees that counsel for Complainant and the
18 staff of the Contractors' State License Board may communicate directly with the Registrar
19 regarding this stipulation and settlement, without notice to or participation by Respondent or his
20 counsel. By signing the stipulation, Respondent understands and agrees that he may not
21 withdraw his agreement or seek to rescind the stipulation prior to the time the Registrar considers
22 and acts upon it. If the Registrar fails to adopt this stipulation as its Decision and Order, the
23 Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this
24 paragraph, it shall be inadmissible in any legal action between the parties, and the Registrar shall
25 not be disqualified from further action by having considered this matter.

26 13. The parties understand and agree that Portable Document Format (PDF) and facsimile
27 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile
28 signatures thereto, shall have the same force and effect as the originals.

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

5 5. **Restitution.** Within thirty (30) days of the effective date of the decision, Respondent
6 shall submit to the Registrar or its designee proof of payment of restitution to A.S. pursuant to the
7 "Settlement Agreement and Mutual Release of All Claims" between Respondent and A.S.
8 Failure to submit proof to the Registrar or its designee of restitution to the victim within thirty
9 (30) days of the effective date of the decision shall automatically terminate the stay of the order of
10 revocation and Respondent's license shall be revoked without further notice or hearing.

11 6. **Disciplinary Bond.** Not later than the effective date of the decision, Respondent
12 shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the registrar
13 based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand
14 dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code
15 section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not
16 replace any other type of contractor's bond. The disciplinary bond shall remain on file with the
17 registrar for a period of at least two years and for such additional time as the registrar may
18 determine, as required by Business and Professions Code section 7071.8.

19 7. **Production of Documents.** Respondent shall submit copies of documents directly
20 related to construction operations to the Registrar or designee upon demand during the
21 probationary period.

22 8. **Construction Contracts.** Respondent shall submit copies of all construction
23 contracts to the Registrar or designee for approval upon demand during the probationary period.

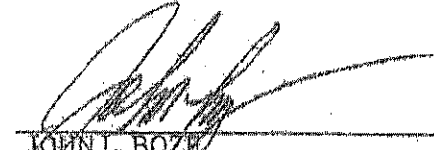
24 9. **Direct Supervision.** Respondent shall submit to the Registrar or designee for
25 approval within thirty (30) days of the effective date of the Decision and Order a detailed plan
26 setting forth the procedure to be used to provide for direct supervision and control of
27 Respondent's construction activities by the qualifying individual on the license.

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I have read and fully discussed with Respondent NIR West Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn, RMO/CEO/President the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: November 30, 2018

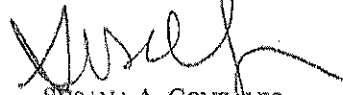

JOHN L. BOZE
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Registrar of Contractors, Contractors' State License Board.

Dated: November 30, 2018

Respectfully submitted,
XAVIER BECERRA
Attorney General of California
DIANN SOKOLOFF
Supervising Deputy Attorney General


SUSANA A. GONZALES
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

First Amended Accusation No. N2016-373

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17 **CO.; GREGORY THOMAS LYNN,**
18 **RMO/CEO/PRES**
19 **859 Cotting Ct., #A**
20 **Yacaville, CA 95688**

21 **Contractor License No. 593448**

22 **Respondent.**

Case No. N2016-373

FIRST AMENDED ACCUSATION

23 Complainant alleges:

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.,

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

4 JURISDICTION

5 3. This First Amended Accusation is brought before the Registrar of Contractors
6 (Registrar) for the Contractors' State License Board, Department of Consumer Affairs, under the
7 authority of the following laws. All section references are to the Business and Professions Code
8 unless otherwise indicated.

9 4. Section 7090 of the Business and Professions Code ("Code") provides, in pertinent
10 part, that the Registrar may suspend or revoke any license or registration if the licensee or
11 registrant is guilty of or commits any one or more of the acts or omissions constituting cause for
12 disciplinary action.

13 5. Section 7106.5 of the Code provides, in pertinent part, that the expiration,
14 cancellation, forfeiture, or suspension of a license by operation of law or by order or decision of
15 the registrar, or a court of law, or the voluntary surrender of the license shall not deprive the
16 registrar of jurisdiction to proceed with any investigation of or action or disciplinary proceeding
17 against the license, or to render a decision suspending or revoking the license.

18 6. Section 118, subdivision (b), of the Code provides, in pertinent part, that the
19 expiration of a license shall not deprive the Registrar of jurisdiction to proceed with a disciplinary
20 action during the period within which the license may be renewed, restored, reissued or
21 reinstated. Under Code section 7076.1, the Registrar may reinstate a cancelled license if the
22 licensee pays all of the fees and meets all of the qualifications and requirements for obtaining an
23 original license.

24 7. Section 7076.5 of the Code provides, in pertinent part, that the inactive status of a
25 license shall not bar any disciplinary action for violating provisions of the Contractors' State
26 License Law (Bus. & Prof. Code, § 7000, et seq.).

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1 “(5) The heading: "Contract Price," followed by the amount of the contract in dollars and
2 cents.

3 “(6) If a finance charge will be charged, the heading: "Finance Charge," followed by the
4 amount in dollars and cents. The finance charge is to be set out separately from the contract
5 amount.

6 “(7) The heading: "Description of the Project and Description of the Significant Materials
7 to be Used and Equipment to be Installed," followed by a description of the project and a
8 description of the significant materials to be used and equipment to be installed. For swimming
9 pools, the project description required under this paragraph also shall include a plan and scale
10 drawing showing the shape, size, dimensions, and the construction and equipment specifications.

11 “(8) If a downpayment will be charged, the details of the downpayment shall be expressed
12 in substantially the following form, and shall include the text of the notice as specified in
13 subparagraph (C):

14 “(A) The heading: "Downpayment."

15 “(B) A space where the actual downpayment appears.

16 “(C) The following statement in at least 12-point boldface type:

17 “THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE
18 CONTRACT PRICE, WHICHEVER IS LESS.”

19 “(9) If payments, other than the downpayment, are to be made before the project is
20 completed, the details of these payments, known as progress payments, shall be expressed in
21 substantially the following form, and shall include the text of the statement as specified in
22 subparagraph (C):

23 “(A) A schedule of progress payments shall be preceded by the heading: "Schedule of
24 Progress Payments."

25 “(B) Each progress payment shall be stated in dollars and cents and specifically reference
26 the amount of work or services to be performed and materials and equipment to be supplied.

27 “(C) The section of the contract reserved for the progress payments shall include the
28 following statement in at least 12-point boldface type:

1 "The schedule of progress payments must specifically describe each phase of work,
2 including the type and amount of work or services scheduled to be supplied in each phase, along
3 with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A
4 CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR
5 MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A
6 DOWNPAYMENT."

7 "(10) The contract shall address the commencement of work to be performed in
8 substantially the following form:

9 "(A) A statement that describes what constitutes substantial commencement of work under
10 the contract.

11 "(B) The heading: "Approximate Start Date,"

12 "(C) The approximate date on which work will be commenced.

13 "(11) The estimated completion date of the work shall be referenced in the contract in
14 substantially the following form:

15 "(A) The heading: "Approximate Completion Date."

16 "(B) The approximate date of completion.

17 "(12) If applicable, the heading: "List of Documents to be Incorporated into the Contract,"
18 followed by the list of documents incorporated into the contract.

19 "(13) The heading: "Note About Extra Work and Change Orders," followed by the
20 following statement:

21 "Extra Work and Change Orders become part of the contract once the order is prepared in
22 writing and signed by the parties prior to the commencement of work covered by the new change
23 order. The order must describe the scope of the extra work or change, the cost to be added or
24 subtracted from the contract, and the effect the order will have on the schedule of progress
25 payments."

26 11. Section 143.5, subdivision (a), of the Code states, in pertinent part:

27 "(a) No licensee who is regulated by a board, bureau, or program within the Department of
28 Consumer Affairs, nor an entity or person acting as an authorized agent of a licensee, shall

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

10 COST RECOVERY/RESTITUTION

11 12. Section 125.3 of the Code provides, in pertinent part, that the Registrar may request
12 the administrative law judge to direct a licensee found to have committed a violation or
13 violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation
14 and enforcement of the case.

15 13. Government Code section 11519, subdivision (d), provides in part that the Registrar may
16 require restitution of damages suffered as a condition of probation in the event probation is
17 ordered.

18 A.S. PROJECT

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

27
28 ¹ A TPO roof is a Thermoplastic Polyolefin single-ply reflective roofing membrane made
from polypropylene and ethylene-propylene rubber that is polymerized together

1 3. Revoking or suspending any other license for which Gregory Thomas Lynn is
2 furnishing the qualifying experience or appearance;

3 4. Ordering restitution of all damages according to proof suffered by A.S. as a condition
4 of probation in the event probation is ordered;


5 5. Ordering restitution of all damages suffered by A.S. as a result of Respondent's
6 conduct as a contractor, as a condition of restoration of license Number 593448, to NIR West
7 Coast Inc., doing business as Northern California Roofing Co., Gregory Thomas Lynn,
8 RMO/CEO/PRES;

9 6. Ordering Respondent to pay the Registrar of Contractors his costs in the investigation
10 and enforcement of the case according to proof at the hearing, pursuant to Business and
11 Professions Code section 125.3;

12 7. Ordering Respondent to provide the Registrar with a listing of all contracting projects
13 in progress and the anticipated completion date of each; and

14 8. Taking such other and further action as deemed necessary and proper.

15
16 DATED: 10-19-2018


WOOD ROBINSON
Enforcement Supervisor I
Contractors' State License Board
Department of Consumer Affairs
State of California
Complainant

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18 **FILED**
19 **OCT 19 2018**
20 **CSLB DSS**

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