

BEFORE THE  
STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**THOMAS CRUZ AGUILAR**  
25613 Senator Avenue  
Harbor City, CA 90710  
Field Representative License No. FR 35308

Case No. 2016-13

OAH No. 2015120457

One.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on August 24, 2016.

It is so ORDERED July 25, 2016.

  
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FOR THE STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

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Supervising Deputy Attorney General  
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**STRUCTURAL PEST CONTROL BOARD**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

10 In the Matter of the Accusation Against:

Case No. 2016-13

11 **THOMAS CRUZ AGUILAR**  
12 **25613 Senator Avenue**  
13 **Harbor City, CA 90710**  
**Field Representative License No. FR 35308**

OAH No. 2015120457  
**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER**

14 Respondent.  
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17  
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
19 entitled proceedings that the following matters are true:

20 PARTIES

21 1. Susan Saylor ("Complainant") is the Registrar/Executive Officer of the Structural  
22 Pest Control Board. She brought this action solely in her official capacity and is represented in  
23 this matter by Kamala D. Harris, Attorney General of the State of California, by Vinodhini R.  
24 Keller, Deputy Attorney General.

25 2. Respondent Thomas Cruz Aguilar ("Respondent") is representing himself in this  
26 proceeding and has chosen not to exercise his right to be represented by counsel.

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1 3. On or about November 14, 2002, the Structural Pest Control Board issued Field  
2 Representative License No. FR 35308 to Thomas Cruz Aguilar (Respondent). The Field  
3 Representative License was in full force and effect at all times relevant to the charges brought in  
4 Accusation No. 2016-13 and will expire on June 30, 2017, unless renewed.

5 JURISDICTION

6 4. Accusation No. 2016-13 was filed before the Structural Pest Control Board (Board),  
7 Department of Consumer Affairs, and is currently pending against Respondent. The Accusation  
8 and all other statutorily required documents were properly served on Respondent on September  
9 11, 2015. Respondent timely filed his Notice of Defense contesting the Accusation.

10 5. A copy of Accusation No. 2016-13 is attached as exhibit A and incorporated herein  
11 by reference.

12 ADVISEMENT AND WAIVERS

13 6. Respondent has carefully read, and understands the charges and allegations in  
14 Accusation No. 2016-13. Respondent has also carefully read, and understands the effects of this  
15 Stipulated Settlement and Disciplinary Order.

16 7. Respondent is fully aware of his legal rights in this matter, including the right to a  
17 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at  
18 his own expense; the right to confront and cross-examine the witnesses against him; the right to  
19 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel  
20 the attendance of witnesses and the production of documents; the right to reconsideration and  
21 court review of an adverse decision; and all other rights accorded by the California  
22 Administrative Procedure Act and other applicable laws.

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

25 CULPABILITY

26 9. Respondent admits the truth of each and every charge and allegation in Accusation  
27 No. 2016-13.

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1           10. Respondent agrees that his Field Representative License is subject to discipline and  
2 he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order  
3 below.

4                                   CONTINGENCY

5           11. This stipulation shall be subject to approval by the Structural Pest Control Board.  
6 Respondent understands and agrees that counsel for Complainant and the staff of the Structural  
7 Pest Control Board may communicate directly with the Board regarding this stipulation and  
8 settlement, without notice to or participation by Respondent. By signing the stipulation,  
9 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the  
10 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this  
11 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of  
12 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between  
13 the parties, and the Board shall not be disqualified from further action by having considered this  
14 matter.

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

18           13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
19 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
20 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
21 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
22 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
23 writing executed by an authorized representative of each of the parties.

24           14. In consideration of the foregoing admissions and stipulations, the parties agree that  
25 the Board may, without further notice or formal proceeding, issue and enter the following  
26 Disciplinary Order:

27                                   DISCIPLINARY ORDER

28           IT IS HEREBY ORDERED that Field Representative License No. FR 35308 issued to

1 Respondent Thomas Cruz Aguilar is revoked. However, the revocation is stayed and Respondent  
2 is placed on probation for three (3) years on the following terms and conditions.

3 1. **Obey All Laws.** Respondent shall obey all Federal, State, and Local laws and all  
4 laws and rules relating to the practice of structural pest control.

5 2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during  
6 the period of probation.

7 3. **Tolling of Probation.** Should Respondent leave California to reside outside this  
8 state, Respondent must notify the Board in writing of the dates of departure and return. Periods  
9 of residency or practice outside the state shall not apply to reduction of the probationary period.

10 4. **Notice to Employers.** Respondent shall notify all present and prospective employers  
11 of the decision in case no. 2016-13. and the terms, conditions and restriction imposed on  
12 Respondent by said decision.

13 Within 30 days of the effective date of this decision, and within 15 days of Respondent  
14 undertaking new employment, Respondent shall cause his/her employer to report to the Board in  
15 writing acknowledging the employer has read the decision in case No. 2016-13.

16 5. **Notice to Employees.** Respondent shall, upon or before the effective date of this  
17 decision, post or circulate a notice to all employees involved in structural pest control operations  
18 which accurately recite the terms and conditions of probation. Respondent shall be responsible  
19 for said notice being immediately available to said employees. "Employees" as used in this  
20 provision includes all full-time, part-time, temporary and relief employees and independent  
21 contractors employed or hired at any time during probation.

22 6. **Completion of Probation.** Upon successful completion of probation, Respondent's  
23 license will be fully restored.

24 7. **Violation of Probation.** Should Respondent violate probation in any respect, the  
25 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and  
26 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against  
27 Respondent during probation, the Board shall have continuing jurisdiction until the matter is  
28 final, and the period of probation shall be extended until the matter is final.

1           8.   **Random Inspections.** Respondent shall reimburse the Board for one (1) random  
 2 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per  
 3 inspection.

4           9.   **Additional License or Company Registration.** Should Respondent apply for an  
 5 operator's license or company registration during the period of probation and should the Board  
 6 issue said license or registration, the license or registration shall be immediately placed on  
 7 probation for the same duration and under the same terms and conditions as set forth in this  
 8 Disciplinary Order.

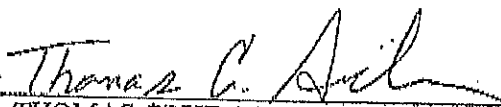
9           10. **Continuing Education Courses and Cost Recovery.** Continuing education courses  
 10 completed through Young's Seminars on December 1, 2015 (Activity Number 4133(m)); on  
 11 December 2, 2015 (Activity Number 6511(g)); and on December 3, 2015 (Activity Number  
 12 4170(g)) cannot be used towards renewal of Field Representative License No. FR 35308 for the  
 13 2017 renewal period.

14           11. **Cost Recovery.** Respondent shall reimburse all investigative and enforcement costs  
 15 in the amount of \$1,087.50. Said amount may be paid in monthly installments as agreed by the  
 16 Board and shall be paid in full no later than three (3) months prior to the end of probation.  
 17 Probation shall not be terminated until all costs are paid in full.

18  
 19   ACCEPTANCE

20           I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the  
 21 stipulation and the effect it will have on my Field Representative License. I enter into this  
 22 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree  
 23 to be bound by the Decision and Order of the Structural Pest Control Board.  
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26       DATED: 3-22-16



27   THOMAS CRUZ AGUILAR  
 Respondent

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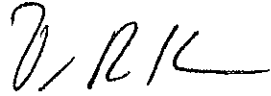
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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Structural Pest Control Board.

Dated: 3/22/16

Respectfully submitted,  
KAMALA D. HARRIS  
Attorney General of California  
LINDA L. SUN  
Supervising Deputy Attorney General

  
VINODHINI R. KELLER  
Deputy Attorney General  
*Attorneys for Complainant*

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