

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

In the Matter of the Accusation Against:

MARK FELIX LEINTZ
1583 N. Hart
Orange, CA 92867

Field Representative License No. FR 39539

One.

Case No. 2016-37

OAH No. 2016020911

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 November 23, 2016.

It is so ORDERED October 24, 2016



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 LAURO A. PAREDES
Deputy Attorney General
4 State Bar No. 254663
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2091
7 Facsimile: (619) 645-2061
Attorneys for Complainant

8
9 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11
12 In the Matter of the Accusation Against:

Case No. 2016-37

13 **MARK FELIX LEINTZ**
1583 N. Hart
14 Orange, CA 92867

OAH No. 2016020911

15 **Field Representative License No. FR 39539**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16
17 Respondent.

18
19 In the interest of a prompt and speedy settlement of this matter, consistent with the public
20 interest and the responsibility of the Structural Pest Control Board of the Department of
21 Consumer Affairs, the parties hereby agree to the following Stipulated Settlement and
22 Disciplinary Order which will be submitted to the Board for approval and adoption as the final
23 disposition of the Accusation.

24 **PARTIES**

25 1. Susan Saylor (Complainant) is the Registrar/Executive Officer of the Structural Pest
26 Control Board. She brought this action solely in her official capacity and is represented in this
27 matter by Kamala D. Harris, Attorney General of the State of California, by Lauro A. Paredes,
28 Deputy Attorney General.

1 court review of an adverse decision; and all other rights accorded by the California
2 Administrative Procedure Act and other applicable laws.

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

5 CULPABILITY

6 11. Respondent admits the truth of each and every charge and allegation in Accusation
7 No. 2016-37.

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

11 CONTINGENCY

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

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

25 15. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
26 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
27 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
28 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary

1 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
2 writing executed by an authorized representative of each of the parties.

3 16. In consideration of the foregoing admissions and stipulations, the parties agree that
4 the Board may, without further notice or formal proceeding, issue and enter the following
5 Disciplinary Order:

6 **DISCIPLINARY ORDER**

7 IT IS HEREBY ORDERED that Field Representative License No. FR 39539, issued to
8 Respondent Mark Felix Leintz is revoked. However, the revocation is stayed and Respondent is
9 placed on probation for three (3) years on the following terms and conditions.

10 1. **Obey All Laws.** Respondent shall obey all Federal, State and local laws along with
11 all laws and rules relating to the practice of structural pest control.

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

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

17 4. **Notice to Employers.** Respondent shall notify all present and prospective employers
18 of the decision in case no. 2016-37. and the terms, conditions and restriction imposed on
19 Respondent by said decision.

20 Within 30 days of the effective date of this decision, and within 15 days of Respondent
21 undertaking new employment, Respondent shall cause his/her employer to report to the Board in
22 writing acknowledging the employer has read the decision in case No. 2016-37.

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

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

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

8 8. **Continuing Education.** Continuing Education Courses completed by Respondent
9 beginning in December of 2015 and ending in March of 2016 cannot be used towards renewal of
10 his Field Representative License No. FR 39539 in June of 2017.

11 9. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying
12 Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
13 qualifying manager or branch office manager of any registered company during the period that
14 discipline is imposed on Field Representative License No. FR 39539.

15 10. **No Interest In Any Registered Company.** Respondent shall not have any legal or
16 beneficial interest in any company currently or hereinafter registered by the Board.

17 11. **Cost recovery.** Respondent is hereby ordered to reimburse the Structural Pest
18 Control Board of the Department of Consumer Affairs, the amount of \$1,605.00. Respondent
19 will be allowed to make payment by an installment plan agreed upon by the Board. However, full
20 payment of any and all costs required by this condition must be received by the Board no later
21 than three months prior to the scheduled termination of probation. Periods of non-practice by
22 Respondent shall not relieve Respondent of his or her obligation to reimburse the Board for its
23 costs. Probation shall not be terminated until all costs are paid in full.

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Field Representative 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 Structural Pest Control Board.

DATED: 7-7-16 Mark Felix Leintz
MARK FELIX LEINTZ
Respondent

ENDORSEMENT

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

Dated:

7/8/16

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
GREGORY J. SALUTE
Supervising Deputy Attorney General

LAURO A. PAREDES
Deputy Attorney General
Attorneys for Complainant

SD2015803046
81315689.doc