

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

In the Matter of the Accusation Against:

PAUL D. MEIJER
8950 Evergreen Avenue
Hesperia, CA 92345

Field Representative's License No. FR 45165

Respondent.

Case No.: 2015-11


OAH No.: 2014110497

DECISION AND ORDER

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

The Decision shall become effective on July 2, 2015.

IT IS SO ORDERED June 2, 2015.



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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9 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**
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12 In the Matter of the Accusation Against:

Case No. 2015-11

13 **PAUL D. MEIJER**
8950 Evergreen Avenue
14 Hesperia, CA 92345

OAH No. 2014110497

15 **Field Representative License No. FR 45165**

**STIPULATED SETTLEMENT AND
WITHDRAWAL OF ACCUSATION AND
ISSUANCE OF CITATION**

16 Respondent.
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 Pest
22 Control Board. She brought this action solely in her official capacity and is represented in this
23 matter by Kamala D. Harris, Attorney General of the State of California, by Loretta A. West,
24 Deputy Attorney General.

25 2. Respondent Paul D. Meijer is representing himself in this proceeding and has chosen
26 not to exercise his right to be represented by counsel.

27 ///

1 3. On or about January 27, 2010, the Structural Pest Control Board issued Field
2 Representative License No. FR 45165 to Paul D. Meijer (Respondent). The License will expire on
3 June 30, 2015, unless renewed.

4 JURISDICTION

5 4. On September 30, 2014, Accusation No. 2015-11 was filed before the Structural Pest
6 Control Board (Board), Department of Consumer Affairs, and is currently pending against
7 Respondent. The Accusation and all other statutorily required documents were properly served on
8 Respondent on October 10, 2014. Respondent timely filed his Notice of Defense contesting the
9 Accusation.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, and understands the charges and allegations in
12 Accusation No. 2015-11. Respondent has also carefully read, and understands the effects of this
13 Stipulated Settlement.

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

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

23 CONTINGENCY

24 8. By signing the stipulation, the parties understand and agree that they may not
25 withdraw their agreement or seek to rescind the stipulation.

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

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

7 11. The parties agree on the following resolution of the matter.

8 **RESOLUTION**

9 12. Complainant shall withdraw the pending accusation and, in place of the accusation,
10 issue a citation to Respondent under Business and Professions Code section 125.9 on the
11 following terms.

12 (A) Respondent shall be cited for violation of Business and Professions Code sections
13 8593 and 8641 in that Respondent failed to verify the completion of Board approved
14 continuing education courses as claimed on his renewal application, as required by
15 California Code of Regulations, title 16, section 1950, subdivisions (a) and (d).

16 (B) The citation shall charge that the violations occurred on or about November 28, 2012,
17 January 9, 2013, and October 23, 2013, when after having been requested by the
18 Board in writing to do so, Respondent failed to timely submit verification for the
19 required 16 hours of continuing education claimed on his Field Representative License
20 renewal application dated September 20, 2012.

21 The citation shall carry an administrative fine of \$1,453 with payment due no later
22 than 6 month after the effective date of the decision in this matter. Respondent may
23 make installment payments as follows: \$853 payment due on or before effective date
24 of the decision and thereafter 6 monthly payments in the amount of \$100 each due on
25 the first of each month starting 60 days after the effective date of the decision. All
26 payments shall be made by certified check or money order made payable to the
27 "Structural Pest Control Board" and reference the Citation Number or "FR 45165" on
28 the subject line of the certified check payment.

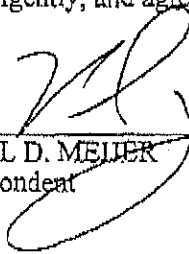
- 1 (C) Payment of the fine shall not constitute an admission of the violations charged;
- 2 (D) Respondent shall complete three continuing education hours; 2 hours general and 1
- 3 hour rules and regulations, no later than June 30, 2015. These 3 hours of continuing
- 4 education may not be used to satisfy the 16 hours of continuing education required for
- 5 renewal of Respondent's Field Representative License that is due by or before
- 6 June 30, 2015; and
- 7 (E) Respondent shall not appeal or contest the citation.

ACCEPTANCE

I have carefully read and understand the Stipulated Settlement. I enter into this Stipulated Settlement voluntarily, knowingly, and intelligently, and agree to be bound by its terms.

DATED:

4-14-15


PAUL D. MEIER
Respondent

ACCEPTANCE ON BEHALF OF COMPLAINANT

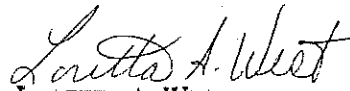
I have discussed the terms and conditions of the above Stipulated Settlement with Complainant or Complainant's designee and agree to the stipulation on Complainant's behalf.

Dated:

April 15, 2015

Respectfully submitted,

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


LORETTA A. WEST
Deputy Attorney General
Attorneys for Complainant

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- 1 (C) Payment of the fine shall not constitute an admission of the violations charged;
2 (D) Respondent shall complete three continuing education hours; 2 hours general and 1
3 hour rules and regulations, no later than June 30, 2015. These 3 hours of continuing
4 education may not be used to satisfy the 16 hours of continuing education required for
5 renewal of Respondent's Field Representative License that is due by or before
6 June 30, 2015; and
7 (E) Respondent shall not appeal or contest the citation.

8 ACCEPTANCE

9 I have carefully read and understand the Stipulated Settlement. I enter into this Stipulated
10 Settlement voluntarily, knowingly, and intelligently, and agree to be bound by its terms.

11
12 DATED: _____
13 PAUL D. MEIJER
14 Respondent

15 ACCEPTANCE ON BEHALF OF COMPLAINANT

16 I have discussed the terms and conditions of the above Stipulated Settlement with
17 Complainant or Complainant's designee and agree to the stipulation on Complainant's behalf.

18 Dated: *April 15, 2015*
19 Respectfully submitted,
20 KAMALA D. HARRIS
21 Attorney General of California
22 GREGORY SALUTE
23 Supervising Deputy Attorney General
24 *Loretta A. West*
25 LORETTA A. WEST
26 Deputy Attorney General
27 *Attorneys for Complainant*

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