

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

In the Matter of the Accusation Against:

Case No. 2014-13
OAH No. 2013110174

**HECTOR PEREZ, AKA HECTOR PEREZ,
JR., FIELD REPRESENTATIVE
1 Butterfly
Irvine, CA 92604**

**Field Representative License No. FR 46315,
Br. 2 and 3**

Respondent.

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 February 26, 2015.

It is so ORDERED January 27, 2015



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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14 **JR., FIELD REPRESENTATIVE**
15 **1 Butterfly**
Irvine, CA 92604

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

16 **Field Representative License No. FR 46315,**
17 **Br. 2 and 3**

18 **Respondent.**

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

25 **PARTIES**

26 1. Susan Saylor ("Complainant") is the Registrar/Executive Officer of the Structural
27 Pest Control Board. She brought this action solely in her official capacity and is represented in
28

1 this matter by Kamala D. Harris, Attorney General of the State of California, by Manuel
2 Arambula, Deputy Attorney General.

3 2. Respondent Hector Perez, AKA Hector Perez, JR., Field Representative 2 AND 3,
4 ("Respondent") is representing himself in this proceeding and has chosen not to exercise his right
5 to be represented by counsel.

6 3. On or about December 29, 2010, the Structural Pest Control Board issued Field
7 Representative License No. FR 46315 in Branches 2 and 3 to Respondent Hector Perez AKA
8 Hector Perez, JR. The Field Representative License was in full force and effect at all times
9 relevant to the charges brought in Accusation No. 2014-13 and will expire on June 30, 2016,
10 unless renewed.

11 JURISDICTION

12 4. Accusation No. 2014-13 was filed before the Structural Pest Control Board ("Board")
13 , Department of Consumer Affairs, and is currently pending against Respondent. The Accusation
14 and all other statutorily required documents were properly served on Respondent on September 9,
15 2013. Respondent timely filed his Notice of Defense contesting the Accusation.

16 5. A copy of Accusation No. 2014-13 is attached as exhibit A and incorporated herein
17 by reference.

18 ADVISEMENT AND WAIVERS

19 6. Respondent has carefully read, and understands the charges and allegations in
20 Accusation No. 2014-13. Respondent has also carefully read, and understands the effects of this
21 Stipulated Settlement and Disciplinary Order.

22 7. Respondent is fully aware of his legal rights in this matter, including the right to a
23 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
24 his own expense; the right to confront and cross-examine the witnesses against him; the right to
25 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
26 the attendance of witnesses and the production of documents; the right to reconsideration and
27 court review of an adverse decision; and all other rights accorded by the California
28 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 admits the truth of each and every charge and allegation in Accusation No. 2014-13.

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

CONTINGENCY

11. This stipulation shall be subject to approval by the Structural Pest Control Board. Respondent understands and agrees that counsel for Complainant and the staff of the Structural Pest Control Board may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent. 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 Board considers and acts upon it. If the Board 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 Board shall not be disqualified from further action by having considered this matter.

12. 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.

13. 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.

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Field Representative License No. FR 46315 issued to Respondent Hector Perez AKA Hector Perez, JR., is revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

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

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

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

4. **Notice to Employers.** Respondent shall notify all present and prospective employers of the decision in case No. 2014-13 and the terms, conditions and restriction imposed on Respondent by said decision.

Within 30 days of the effective date of this decision, and within 15 days of undertaking new employment, Respondent shall cause his employer to report to the Board in writing acknowledging the employer has read the decision in case No. 2014-13.

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

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

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

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

9. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying Manager.** Respondent is prohibited from serving as an officer, director, associate, partner, qualifying manager or branch office manager for any registered company other than Prudent Termite Control Inc. during the period that discipline is imposed on Field Representative License No. FR 46315.

10. **No Interest In Any Registered Company.** Respondent shall not have any legal or beneficial interest in any company other than Prudent Termite Control, Inc.

11. **Correspondence Course - Branch 3.** Respondent shall complete with a final grade of C Minus (C-) or better within eighteen (18) months of the effective date of this decision, four (4) hours of a Board approved Rules and Regulations course and four (4) hours of a Board Approved Branch 3 technical course which includes repairs and corrections. These courses cannot be used towards the renewal of Field Representative License No. FR 46315.

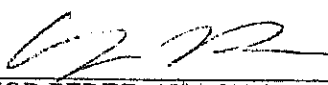
12. **Additional License.** If the Respondent applies for an additional license, the license will be issued under the same terms and conditions then existing under this stipulated settlement.

13. **Cost Recovery.** Pursuant to section 125.3 of the California Business and Professions Code, Respondents shall, jointly and severally, pay to the Board investigation and enforcement costs in the amount of \$3,750.25, according to a payment schedule that has been approved by the Board. Investigation and enforcement costs must be paid in full no later than three (3) months prior to the end of probation. Probation shall not be terminated until all costs are paid in full.

ACCEPTANCE

1 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
2 stipulation and the effect it will have on my Field Representative License. I enter into this
3 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree
4 to be bound by the Decision and Order of the Structural Pest Control Board.

5
6 DATED: 11-6-14


HECTOR PEREZ, AKA HECTOR PEREZ, JR.,
FIELD REPRESENTATIVE 2 AND 3
RESPONDENT

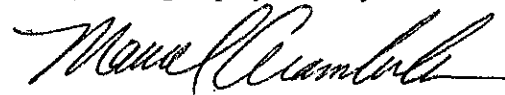
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10 ENDORSEMENT

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

13 Dated: 11/7/14

Respectfully submitted,

14 KAMALA D. HARRIS
15 Attorney General of California
16 JAMES M. LEDAKIS
Supervising Deputy Attorney General



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18 MANUEL ARAMBULA
19 Deputy Attorney General
Attorneys for Complainant

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