

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

In the Matter of the Accusation Against:

Case No. 2016-46

TERREN C. NAVONE
19905 Hirsch Court
Anderson, CA 96007

Terren C. Navone
7911 Heidi Way
Redding, CA 96002

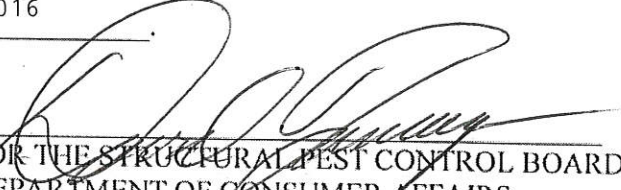
Field Representative License No. FR 50111
Applicator License No. RA 56751

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

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

11 In the Matter of the Accusation Against:

Case No. 2016-46

12 **TERREN C. NAVONE**
13 **19905 Hirsch Court**
Anderson, CA 96007

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

14 **Terren C. Navone**
15 **7911 Heidi Way**
Redding, CA 96002

16 **Field Representative License No. FR 50111**
17 **Applicator License No. RA 56751**

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

23 **PARTIES**

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

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1 2. Respondent Terren C. Navone ("Respondent") is representing himself in this
2 proceeding and has chosen not to exercise his right to be represented by counsel.

3 3. On or about April 28, 2015, the Structural Pest Control Board issued Field
4 Representative License No. FR 50111 to Respondent. The Field Representative License was in
5 full force and effect at all times relevant to the charges brought in Accusation No. 2016-46, and
6 will expire on June 30, 2017, unless renewed.

7 4. On or about April 9, 2015, the Structural Pest Control Board issued Applicator
8 License No. RA 56751 to Respondent. The Applicator License was in full force and effect at all
9 times relevant to the charges brought in Accusation No. 2016-46, and will expire on June 30,
10 2017, unless renewed.

11 **JURISDICTION**

12 5. Accusation No. 2016-46 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 March 29,
15 2016. Respondent timely filed his Notice of Defense contesting the Accusation.

16 6. A copy of Accusation No. 2016-46 is attached as exhibit A and incorporated herein
17 by reference.

18 **ADVISEMENT AND WAIVERS**

19 7. Respondent has carefully read, and understands the charges and allegations in
20 Accusation No. 2016-46. Respondent has also carefully read, and understands the effects of this
21 Stipulated Settlement and Disciplinary Order.

22 8. 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.

1 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
2 every right set forth above.

3 CULPABILITY

4 10. Respondent admits the truth of each and every charge and allegation in Accusation
5 No. 2016-46.

6 11. Respondent agrees that his Field Representative License and Applicator License are
7 subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in
8 the Disciplinary Order below.

9 CONTINGENCY

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

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

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

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

4 DISCIPLINARY ORDER

5 IT IS HEREBY ORDERED that Field Representative License No. FR 50111 and
6 Applicator License No. RA 56751, issued to Respondent Terren C. Navone are revoked.
7 However, the revocation is stayed and Respondent is placed on probation for three (3) years on
8 the following terms and conditions.

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

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

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

16 4. **Notice to Employers.** Respondent shall notify all present and prospective employers
17 of the decision in case no. 2016-46. and the terms, conditions and restriction imposed on
18 Respondent by said decision.

19 Within 30 days of the effective date of this decision, and within 15 days of Respondent
20 undertaking new employment, Respondent shall cause his/her employer to report to the Board in
21 writing acknowledging the employer has read the decision in case No. 2016-46.

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

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1 6. **Completion of Probation.** Upon successful completion of probation, Respondent's
2 licenses 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. **Random Inspections.** Respondent shall reimburse the Board for one random
9 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
10 inspection.

11 9. **Prohibited from Serving as Officer, Director, Associate, Partner, Qualifying**
12 **Manager, or Branch Office Manager.** Respondent is prohibited from serving as an officer,
13 director, associate, partner, qualifying manager or branch office manager of any registered
14 company during the period of probation.

15 10. **Correspondence Course.** Respondent shall complete, within six months of the
16 effective date of this decision, four (4) hours of a Board approved Business Ethics Course. These
17 hours cannot be used towards renewal of license.

18 11. **Cost Recovery.** Respondent shall reimburse investigative and enforcement costs in
19 the amount of \$1,457.50. Said amount may be paid in monthly installments as agreed by the
20 Board and shall be paid in full no later than three months prior to the end of probation. Probation
21 shall not be terminated until all costs are paid in full.

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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 and Applicator 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: 07/19/2016 
TERREN C. NAVONE
Respondent

ENDORSEMENT

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

Dated: 7/25/16

Respectfully submitted,
KAMALA D. HARRIS
Attorney General of California
KEN D. HARRIS
Supervising Deputy Attorney General

STANTON W. LEE
Deputy Attorney General
Attorneys for Complainant

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