

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

In the Matter of the Accusation Against:

DYNASTY EXTERMINATORS, INC.
DBA DYNASTY TERMITE
DOUGLAS M. FIERRO, QM/PRS
5900 Eastern Avenue, Suite 141
Commerce, California 90040

And

P.O. Box 40898
Downey, California 90239

Company Registration Certificate No. PR
6106, Branch 3
Operator's License No. OPR 11797, Branch 3

Respondents.

Case No. 2015-69

OAH No. 2015090278

(Douglas M. Fierro, Operator's License
No. OPR 11797, Branch 3)

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 18, 2016.

It is so ORDERED July 19, 2016.


FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 KENT D. HARRIS
Supervising Deputy Attorney General
3 LESLIE A. BURGERMYER
Deputy Attorney General
4 State Bar No. 117576
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 324-5337
Facsimile: (916) 327-8643
7 E-mail: Leslie.Burgermyer@doj.ca.gov
Attorneys for Complainant

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

11 In the Matter of the Accusation Against:
12 **DYNASTY EXTERMINATORS, INC.**
13 **DBA DYNASTY TERMITE**
14 **DOUGLAS M. FIERRO, QM/PRES**
5900 Eastern Avenue, Suite 141
Commerce, California 90040
15 **And**
16 **P.O. Box 40898**
Downey, California 90239
17
18 **Company Registration Certificate No. PR**
6106, Branch 3
19 **Operator's License No. OPR 11797, Branch 3**
20
21 Respondents.

Case No. 2015-69

OAH No. 2015090278

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

**(Douglas M. Fierro, Operator's License
No. OPR 11797, Branch 3)**

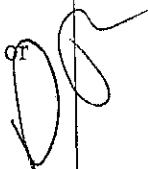
22 **IT IS HEREBY STIPULATED AND AGREED** by and between the parties to the above-
23 entitled proceedings that the following matters are true:

24 **PARTIES**

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

1 2. Douglas M. Fierro, Operator's License No. OPR 11797, Branch 3, ("Respondent") is
2 represented in this proceeding by attorney Joseph Wayne Rose, Esq., Rose Law, A Professional
3 Corporation, 11335 Gold Express Drive, Suite 135, Gold River, CA 95670.

4 **Company Registration Certificate No. PR 6106**

5 3. On or about August 11, 2010, the Board issued Company Registration Certificate
6 No. PR 6106 ("registration") in Branch 3 to Dynasty Exterminators, Inc., doing business as
7 Dynasty Termite ("Respondent") with L. Joyce Fierro as the President and 90% shareholder,
8 Douglas M. Fierro as the Qualifying Manager and Vice President and 10% shareholder. On or
9 about August 5, 2013, the registration was suspended for failure to maintain a surety bond in the
10 amount of \$4,000, as required by Business and Professions Code ("Code") section 8697. On or
11 about August 15, 2013, the registration was reinstated after posting a surety bond in the amount
12 of \$4,000. On or about October 18, 2013, Lupita J. Blazer became the President and 100%
13 shareholder. On or about November 18, 2013, Douglas M. Fierro became the President and an
14 80% shareholder, and Lupita J. Blazer became the Vice President and 20% shareholder. On or
15 about December 9, 2013, Douglas M. Fierro became the President and 100% shareholder. 

16 **Operator's License No. OPR 11797**

17 4. On or about January 15, 2009, the Board issued Operator's License No. OPR 11797
18 in Branch 3 to Douglas M. Fierro ("Respondent Fierro" or "Respondent") as the Qualifying
19 Manager of Gallatin Holdings, Inc., doing business as Dynasty Termite. On or about August 11,
20 2010, Fierro disassociated as the Qualifying Manager of Gallatin Holdings, Inc., doing business
21 as Dynasty Termite, due to the cancelation of the company registration. On that same day, Fierro
22 became the Qualifying Manager, Vice President, and 10% shareholder of Dynasty Exterminators,
23 Inc., doing business as Dynasty Termite. On or about November 18, 2013, Fierro became the
24 President and an 80% shareholder of Dynasty Exterminators, Inc., doing business as Dynasty
25 Termite. On or about December 9, 2013, Fierro became the President and 100% shareholder of
26 Dynasty Exterminators, Inc., doing business as Dynasty Termite. The Operator's License No.
27 OPR 11797, Branch 3, will expire on or about June 30, 2017, unless renewed.

28

1 5. This Stipulated Settlement and Disciplinary Order is only for Respondent Douglas M.
2 Fierro, Operator's License No. OPR 11797, Branch 3.

3 **JURISDICTION**

4 6. Accusation No. 2015-69 was filed before the Board and is currently pending
5 against Respondent Fierro. The Accusation and all other statutorily required documents were
6 properly served on Respondent on August 4, 2015. Respondent timely filed his Notice of
7 Defense contesting the Accusation. The First Amended Accusation was filed before the Board
8 and served on Respondent and it supersedes the original Accusation. The Second Amended
9 Accusation was filed before the Board and served on Respondent and supersedes the First
10 Amended Accusation. A true and correct copy of Second Amended Accusation No. 2015-69 is
11 attached hereto, marked Exhibit A, and incorporated by reference.

12 **ADVISEMENT AND WAIVERS**

13 7. Respondent has carefully read, fully discussed with counsel, and understands the
14 charges and allegations in Second Amended Accusation No. 2015-69. Respondent has also
15 carefully read, fully discussed with counsel, and understands the effects of this Stipulated
16 Settlement and Disciplinary Order on Operator's License No. OPR 11797, Branch 3.

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

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

26 **CULPABILITY**

27 10. Respondent admits the truth of each and every charge and allegation in Second
28 Amended Accusation No. 2015-69.

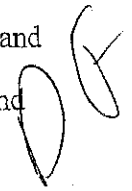
1 11. Respondent agrees that his Operator's License No. OPR 11797, Branch 3, is subject
2 to discipline and he agree to be bound by the Board's probationary terms as set forth in the
3 Disciplinary Order below.

4 **RESERVATION**

5 12. The admissions made by Respondent herein are only for the purposes of this
6 proceeding, or any other proceedings in which the Structural Pest Control Board or other
7 professional licensing agency is involved, and shall not be admissible in any criminal or civil
8 proceeding.

9 **CONTINGENCY**

10 13. 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 or his counsel. By signing the
14 stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek
15 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails
16 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary
17 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal
18 action between the parties, and the Board shall not be disqualified from further action by having
19 considered this matter.

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

23 15. 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 7. **Violation of Probation.** Should Respondent violate probation in any respect, the
2 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
3 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
4 Respondent during probation, the Board shall have continuing jurisdiction until the matter is final,
5 and the period of probation shall be extended until the matter is final.

6 8. **Correspondence Course - Branch 3.** Respondent shall complete with a final grade
7 of C Minus (C-) or better within eighteen (18) months of the effective date of this decision four
8 (4) hours of Branch 3: Wood Destroying Pests and Organisms, Repairs and Corrections courses.
9 These hours are in addition to the hours required for renewal of Respondent's license and all costs
10 for the courses shall be borne by Respondent.

11 9. **Reimbursement to Consumer.** Respondent Fierro and Respondent Dynasty
12 Exterminators, Inc., dba Dynasty Termite, Douglas M. Fierro, QM/PRES, Company Registration
13 Certificate No. PR 6106, Branch 3, ("Respondents") shall be jointly and severally liable for
14 restitution to consumer Jerome (Jarrett) Oddo ("consumer") in the amount of \$40,000.00 as and
15 for restitution to bring the property located at 6621 Via De Robles, Rancho Murieta, California,
16 into compliance. Respondents understand that Mr. Oddo is not limited to the restitution provided
17 herein and may seek damages in any other proceeding authorized by law. Any amounts paid by
18 Respondents to Mr. Oddo, by this stipulation or otherwise, according to proof, shall apply toward
19 the restitution agreed to herein. Respondents shall be permitted to make payments to the
20 consumer pursuant to a plan agreed to by the Board and shall submit proof of payment(s) to the
21 Registrar. Restitution shall be paid in full twelve (12) months prior to expiration of the
22 probationary period.

23 10. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
24 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
25 qualifying manager or branch office manager of any registered company during the period that
26 discipline is imposed on Operator's License No. OPR 11797, Branch 3.

27 //
28 ///

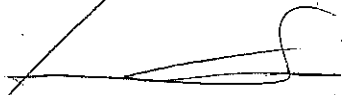
1 11. **No Interest In Any Registered Company.** Respondent shall not have any legal or
2 beneficial interest in any company currently or hereinafter registered by the Board during the
3 period that discipline is imposed on Operator's License No. OPR 11797, Branch 3.

4 12. **Costs Reimbursement.** Respondent and Respondent Dynasty Exterminators, Inc.,
5 doing business as Dynasty Termite, and Douglas M. Fierro, QM/PRES, ("Respondents") are
6 jointly and severally liable for cost recovery to the Board. Pursuant to Business and Professions
7 Code section 125.3, Respondents shall pay to the agency its costs of investigation and
8 enforcement in the amount of \$20,000.00 in monthly installments as agreed by the Board to be
9 paid in full no later than three (3) months prior to the end of probation. Probation shall not be
10 terminated until all costs are paid in full.


11 13. **Random Inspections.** Respondent shall reimburse the Board for up to four (4)
12 random inspections per year by Board specialists during the period of probation not to exceed
13 \$125.00 per inspection.

14 ACCEPTANCE

15 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
16 discussed it with my attorney, Joseph Wayne Rose, Esq. I understand the stipulation and the
17 effect it will have on my Operator's License No. OPR 11797, Branch 3. I enter into this
18 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree
19 to be bound by the Decision and Order of the Structural Pest Control Board.

20
21 DATED: 4-29-16 
22 _____
23 DOUGLAS M. FIERRO
24 Respondent

25 I have read and fully discussed with Respondent Douglas M. Fierro the terms and
26 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.

27 I approve its form and content.
28 DATED: 4-29-16 
29 _____
30 JOSEPH WAYNE ROSE, ESQ.
31 Attorney for Respondent

32 ///

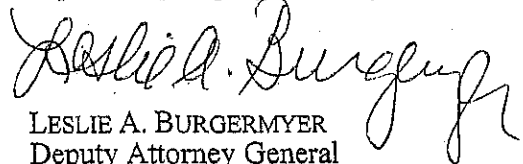
ENDORSEMENT

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

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

Dated: 4-29-2016

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



LESLIE A. BURGERMYER
Deputy Attorney General
Attorneys for Complainant

SA2015104074
12241393.docx