

BEFORE THE CONTRACTORS BOARD

STATE OF IDAHO

In the Matter of the Registration of:

REVE EXTERIORS, LLC,
d/b/a Dabella Exteriors,
Registration No. RCE-39699,

Respondent.

Case No. CON-2020-89

**STIPULATION AND
CONSENT ORDER**

WHEREAS, the Idaho Contractors Board ("Board") has received information that constitutes sufficient grounds for the initiation of an administrative action against Reve Exteriors, LLC ("Respondent"), doing business as Dabella Exteriors; and

WHEREAS, the parties mutually agree to settle the matter in an expeditious manner in lieu of administrative hearings before the Board; now therefore,

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

I.

STIPULATED FACTS AND LAW

1. The Board regulates the practice of contracting in the State of Idaho in accordance with Title 54, Chapter 52 of the Idaho Code.

2. The Board issued Respondent Registration No. RCE-69699. Respondent's registration is subject to the provisions of Title 54, Chapter 52 of the Idaho Code, and the Board's rules promulgated at IDAPA 24.21.01, *et seq.*

BACKGROUND

3. On May 22, 2015, Respondent first registered with the Board as a contracting entity.

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4. On or around November 16, 2018, Respondent entered into a \$19,104.00 contract with G.S. ("Complainant") to remove and replace the roof and gutters on her home [REDACTED]

5. The parties' contract included several provisions about Respondent's obligation to install venting as part of the roofing work. For example:

- a. The parties' "Roofing Contract" stated that Respondent would install Cobra Intake Pro Venting.
- b. Respondent's "Additional Install Discount" form, which the parties signed or initialed, stated that because there were no soffit vents on Complainant's roof, "intake will need to be added."

6. In entering into the contract, Complainant paid Respondent a \$500.00 deposit.

7. On or around December 10, 2018, Respondent commenced with the agreed-upon construction work.

8. On or around December 18, 2018, Respondent substantially completed the roofing work and installed GAF roofing materials. Respondent, however, failed to install intake venting above the fascia, in the soffits, or down the eaves as required in the parties' contract as well as by GAF's "Golden Pledge Warranty."

9. The City of Emmett required a building permit to reroof.

10. The roofing work Respondent agreed to perform for Complainant required Respondent to obtain a building permit prior to the commencement of the work. However, at the time Respondent began construction, Respondent had not applied for or obtained the required permit.

11. On December 31, 2019, nearly a year after completing most of the construction work, Respondent obtained the required building permit for the project.

12. Respondent's failure to obtain the required building permit until after the construction project was finished resulted in the City of Emmett imposing a fine against Respondent.

13. Respondent never provided Complainant with a written list of all subcontractors and suppliers, including the contact information for each.

14. Reve Exteriors complied with the first disclosure requirement as set forth in Idaho Code § 45-525(2). Reve Exteriors, however, failed to comply with the second disclosure requirement as set forth in Idaho Code § 45-525(3), as it did not provide [REDACTED] with a written list of all subcontractors and suppliers along with their contact information.

COUNT I

Failing to Provide Statutorily-Required Disclosure Statement

15. All facts set forth in this Stipulation are incorporated into Count I.

16. Respondent failed to make all required consumer disclosures to Complainant as set forth in Idaho Code § 45-525, including a written list of all subcontractors and suppliers. In so doing, Respondent violated the Idaho Consumer Protection Act, Idaho Code § 48-601 *et seq.* See I.C. § 45-525(4).

17. The allegations set forth in Count I constitute a violation of the following laws governing the practice of contracting in Idaho and constitute grounds for disciplinary action against Respondent's registration: Idaho Code §§ 45-525 (requiring contractors to provide homeowners and real property purchasers with consumer disclosure statements, and that failure to do so is a violation of the Idaho Consumer Protection Act, Idaho Code §§ 48-601 *et seq.*); 54-5215(2)(b)

(Board may discipline contractors who violate the Idaho Consumer Protection Act); and 54-5215(2)(a) (violation of Idaho Contractor Registration Act);

COUNT II
Failing to Obtain a Required Building Permit

18. All facts set forth in this Stipulation are incorporated into Count II.

19. Respondent failed to procure and post the requisite building for Complainant's property in violation of Emmett City Code § 9-14-1, and Idaho Code § 39-4111(2).

20. The allegations set forth in Count II constitute a violation of the following laws governing the practice of contracting in the State of Idaho: Idaho Code §§ 54-5209(2) (requiring contractors to post permits at construction site); 54-5215(2)(f) (conduct constituting a violation of public laws, ordinances, or rules relevant to contracting); and 54-5215(2)(a) (violation of Idaho Contractor Registration Act). *See also* I.C. § 39-4111(2) (prohibiting contractors from performing construction work without first procuring a required building permit).

COUNT III
Failing to Comply with Contract

21. All facts set forth in this Stipulation are incorporated into Count III.

22. Respondent failed to install intake venting above the fascia, in the soffits, or down the eaves as required in the parties' contract as well as by roofing manufacturer's warranty agreement.

23. The allegations set forth in Count III constitute a violation of the following laws governing the practice of contracting in Idaho and constitute grounds for disciplinary action against Respondent's registration: Idaho Code §§ 54-5215(2)(b) (violation of Idaho Consumer Protection Act); 54-5215(2)(g) (prohibiting dishonest or dishonorable dealings); 54-5215(2)(a) (violation of Idaho Contractor Registration Act); and IDAPA 04.02.01.060.04 (stating it is an unfair and

deceptive act or practice for a seller to represent a stated price as including specified goods or services if such is not the case.

II.
WAIVER OF PROCEDURAL RIGHTS

In entering into this Stipulation and Consent Order (“Stipulation”), Respondent (or Respondent’s legally authorized representative) agrees to and acknowledges the following:

24. Respondent understands and admits the allegations pending before the Board as set forth in Section I. Respondent further understands that these allegations constitute cause for disciplinary action upon Respondent’s registration or authority to practice contracting in Idaho.

25. Respondent understands that Respondent has the right to a full and complete hearing; the right to confront and cross-examine witnesses; the right to present evidence or to call witnesses, or to testify; the right to reconsideration of the Board's orders; the right to judicial review of the Board's orders; and all rights accorded by the Administrative Procedure Act of the State of Idaho and the laws and rules governing the practice of contracting in the State of Idaho. Respondent hereby freely and voluntarily waives these rights in order to enter into this Stipulation as a resolution of the pending allegations.

26. Respondent understands that in signing this Stipulation, Respondent is enabling the Board to impose disciplinary action upon Respondent’s right to future registration without further process.

27. Respondent understands and agrees that Respondent may not withdraw or seek to rescind this Stipulation prior to the time the Board considers and acts upon it.

III.
STIPULATED DISCIPLINE

28. Respondent acknowledges and agrees that the following discipline imposed for the violations set forth herein is reasonable under the circumstances, although not binding upon the Board.

Scope of Disciplinary Action

- a. All terms and conditions set forth in this Stipulation, including the stipulated discipline, shall apply to Respondent, all of Respondent's assumed business names, anyone with an interest in Respondent¹, all registrations subsequently granted to Respondent, and all registrations subsequently granted to anyone with an interest in Respondent.

Fines, Costs, and Fees

- b. Respondent shall pay to the Board an administrative fine in the amount of \$1,000.00 within one hundred eighty (180) days of the entry of the Board's Order.
- c. Respondent shall pay investigative costs in the amount of \$500.00 and attorney fees in the amount of \$800.00 for a total amount of \$1,300.00 within one hundred eighty (180) days of the entry of the Board's Order.
- d. Respondent shall pay all fines, costs, and attorney fees set forth in this Stipulation directly to the Board as follows:
 - (1) Payments made via check or money order shall be mailed to the following address: P.O. Box 83720, Boise, ID 83720-0063.

¹ The phrase "anyone with an interest in Respondent" refers to interests owned by an individual, firm, partnership, limited liability company, limited liability partnership, corporation, trust, association, or other entity or organization capable of conducting business, or any combination thereof acting as a unit.

- (2) Payments may be hand-delivered to the following address: 11341 W. Chinden Boulevard, Boise, ID 83714.
 - (3) Payments made via credit card or debit card shall be made online at dopl.idaho.gov Click on Professions & Occupations in the upper left corner to locate the Contractors Board page. There you will find a “Quick Links” tab for Online Disciplinary Actions Payment. Debit and credit card payments will not be accepted over the telephone.
- e. If Respondent fails to pay the civil fine, investigative costs, and attorney fees in accordance with the terms set forth in this Stipulation, Respondent and anyone holding an interest in Respondent shall be ineligible to renew Registration No. RCE-39699, obtain any other registration issued by the Board, or hold an interest in any entity registered by the Board until such fines, costs, and attorney fees are paid in full to the Board.

Miscellaneous Provisions

- f. All costs associated with compliance with the terms of this Stipulation are the sole responsibility of Respondent.
- g. The violation of any of the terms of this Stipulation by Respondent may warrant further Board action. The Board, therefore, retains jurisdiction over this proceeding until all matters are resolved as set forth in this Stipulation.

IV. PRESENTATION OF STIPULATION TO BOARD

29. The Board's prosecutor shall present this Stipulation to the Board with a recommendation for approval.

30. The Board may accept, modify with Respondent's approval, or reject this Stipulation. If the Board rejects this Stipulation, an administrative Complaint may be filed against Respondent with the Board. In the event this Stipulation is rejected and an administrative

Complaint is filed, Respondent waives any potential right to challenge the Board's impartiality to hear the allegations in the Complaint based on the Board's consideration and rejection of this Stipulation. Respondent does not waive any other rights regarding challenges to Board members.

31. If the Board rejects this Stipulation, with the exception of Respondent's waiver set forth in the preceding paragraph, this Stipulation shall be regarded as null and void, and admissions in this Stipulation and negotiations preceding the signing of this Stipulation will not be admissible at any subsequent disciplinary hearing. Additionally, and with the exception of Respondent's waiver set forth in the preceding paragraph, this Stipulation shall not become effective until it has been approved by a majority of the Board and a Board member signs the attached Order.

V.

VIOLATION OF STIPULATION AND CONSENT ORDER

32. In the event Respondent violates or fails to timely comply with any term or condition of this Stipulation, the Board shall be authorized to take additional disciplinary action pursuant to the following procedures and without regard to any other requirement set forth in the Idaho Code, IDAPA rules, or any other statutory or regulatory provision:

- a. The Board's Executive Officer or the Division of Occupational and Professional Licenses shall serve notice of the charges levied against Respondent to Respondent or Respondent's attorney, if any. Within twenty-one (21) days after the notice of the charges are served, Respondent may submit both a response (along with supporting documentation) to the allegations and specifically request a hearing before the Board. If Respondent does not submit a timely response, the alleged violations will be deemed admitted. If Respondent does not submit a timely and specific request for a hearing, Respondent waives any right to such hearing.

- b. At the hearing, if any, the Board and Respondent may submit evidence and present oral argument in support of their positions. Unless otherwise ordered by the Board, oral arguments and the evidentiary record before the Board shall be limited to evidence relevant to whether Respondent has violated this Stipulation. At the hearing, the facts and substantive matters related to the violations described in Section I of this Stipulation shall not be at issue.
- c. At the hearing, the Board may impose additional discipline, including, but not limited to, the suspension or revocation of Respondent's registration, the imposition of fines, the recovery of costs and fees (including, but not limited to, attorney fees) incurred by the Board, and other conditions or limitations upon Respondent's practice.

33. This Stipulation and Consent Order is the resolution of a contested case and is a public record.

34. The Board shall be entitled to seek an injunction or order from the district court to enforce the provisions of this Stipulation without further administrative hearing in the event Respondent fails to comply with the terms of this Stipulation.

35. A faxed or scanned executed copy of this Stipulation shall be sufficient and the same as the original signed document.

36. This Stipulation contains the entire agreement between the parties, and Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

VI.
ACKNOWLEDGMENT

I have read the attached Stipulation in its entirety and have had the opportunity to discuss it with legal counsel. I understand that, by its terms, I am waiving certain rights accorded me under Idaho law. I understand that the Board may approve this Stipulation as proposed, approve it subject to specified changes, or reject it. I understand that, if approved as proposed, the Board will issue an Order on this Stipulation according to the aforementioned terms, and I hereby agree to the above Stipulation for settlement. I understand that if the Board approves this Stipulation subject to changes, and the changes are acceptable to me, the Stipulation will take effect and an order modifying the terms of the Stipulation will be issued. If the changes are unacceptable to me or the Board rejects this Stipulation, it will be of no effect.

DATED this 30 day of MAY, 2023.

[Redacted Signature]

Donnie McMillan
Reve Enterprises, LLC

ORDER

Pursuant to Idaho Code § 54-5207, the foregoing is adopted as the decision of the Board of Contractors in this matter and shall be effective on the 7th day of June, 2023. IT IS SO ORDERED.

IDAHO CONTRACTORS BOARD

By [Redacted Signature]

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of June, 2023, I caused to be served, by the method(s) indicated, a true and correct copy of the foregoing upon:

W. Austin Engelbrecht
Berenson LLP



U.S. Mail
 Certified Mail, Return Receipt Requested
 Fax Transmission

Eric F. Nelson
Naylor & Hales, P.C.
950 W. Bannock St., Ste. 610
Boise, ID 83702
Board Prosecutor

U.S. Mail
 Hand Delivered
 Email: eric@naylorhales.com
 Fax Transmission 208-383-9516



Staff
Division of Occupational and Professional Licenses