

**BEFORE THE CONTRACTORS BOARD**

**STATE OF IDAHO**

In the Matter of the Registration of:

JODY DEL BRYANT,  
Registration No. RCT-55510,

Respondent.

Case No. CON-2021-109

**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 Jody Del Bryant ("Respondent"); 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. RCT-55510. Respondent's registration expired on June 27, 2022, and was therefore canceled as of DATE. Respondent has not renewed this registration but retains the right to renew it for up to five (5) years after cancellation by paying the required fees. *See* I.C. § 67-2614.

## **BACKGROUND**

3. On July 30, 2020, Respondent first obtained a registration to engage in the practice of construction in Idaho.

4. In or around April 2020, M.A. and T.A. (“Homeowners”) began speaking to Respondent about hiring him to perform construction work at her home located at [REDACTED]. At the time, Respondent was engaged to the Homeowners’ niece.

5. In or around early May of 2020, Respondent entered into a verbal agreement with Homeowners to pour concrete at the side of their home to create a new driveway, RV pad, and shed pad.

6. At the time he entered into the construction contract with Homeowners, Respondent was employed as a foreman by Bishop Concrete, LLC (“Employer”). Respondent, however, intended to complete the construction project for Homeowners in his individual capacity and not on behalf of his Employer.

7. On May 7, 2020, Homeowners paid Respondent a \$1,500.00 down payment for the project. Homeowners paid the down payment directly to Respondent, as opposed to his Employer, via personal check that was addressed to Respondent personally.

8. After entering into the construction contract, Respondent notified his Employer of the construction project and arranged to utilize Employer’s resources to complete the construction work. For example, Respondent ordered \$2,354.98 worth of concrete for the project using his Employer’s account and indicated that he would pay the company back after completing the work. Respondent also arranged to rent his Employer’s equipment and utilize company employees to assist him with the construction work.

9. On or around May 16, 2020, Respondent completed the agreed-upon construction work for Homeowners.

10. On or around May 21, 2020, Respondent provided Homeowners with a \$8,660.00 invoice for the construction project. The invoice confirmed that Homeowners had already paid \$1,500.00 as a down payment, which left a remaining outstanding balance of \$7,160.00. Respondent's invoice contained no references to his Employer. Rather, the top of the invoice displayed only Respondent's name.

11. That same day, on May 21, 2020, Homeowners paid the remaining balance in full and wrote a \$7,160 check to Respondent in his personal capacity.

12. On July 30, 2020, after he completed the construction project for Homeowners, Respondent obtained a contractor registration from the Board.

13. On or around July 31, 2020, Respondent went to his Employer's office early, placed \$2,600.00 in cash in a desk drawer, and indicated that he was repaying Employer for the concrete he used with Employer's account.

14. Employer told Respondent that the money did not cover the cost of the concrete, let alone the other costs associated with the project. Specifically, Respondent had not paid his Employer for using its equipment and had not paid either Employer or any of its employees for the labor the employees provided for Respondent. Consequently, Employer informed Respondent that he owed an additional \$3,400.00.

15. Respondent did not pay his Employer the \$3,400.00 he owed for its assistance with the construction project for Homeowners.

16. Also on July 31, 2020, Respondent quit his employment with Employer.

17. In or around early-August of 2020, Employer informed Homeowners that they owed Employer \$3,400.00 for its assistance with the construction project. Homeowners, however, refused to pay Employer as Respondent led them to believe that they had already paid for the construction project in full.

18. On or around August 11, 2020, Employer recorded a lien in the amount of \$3,400.00 against Homeowners' property. The notice of lien stated that Employer provided services, materials, and equipment for the project in the amount of f \$6,200.00, however, it only received \$2,600.00 from Respondent.

19. Prior to quitting his employment, Respondent took several tools belonging to his Employer with him. Employer requested that Respondent return the tools, however, Respondent claimed he did not have them. Consequently, the Employer contacted law enforcement.

20. On or around July 30, 2020, law enforcement served Respondent with a citation for petty theft. Shortly thereafter, Respondent returned to Employer's office with police and returned the tools.

### **COUNT I Unregistered Practice of Contracting**

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

22. In performing the construction project for Homeowners, Respondent engaged in the unregistered practice of contracting.

23. The allegations set forth in Count I constitute a violation of the following laws governing the practice of contracting in the State of Idaho: Idaho Code §§ 54-5204(1) (stating that it is unlawful for any person to engage in the business of contracting or to hold himself out as a contractor in Idaho without being registered with the Board); and 54-5215(2)(a) (violations of the

Idaho Contractor Registration Act). Violations of these laws constitute grounds for disciplinary action against Respondent's registration or authority to practice contracting in the State of Idaho.

**COUNT II**  
**Dishonest or Dishonorable Dealings**

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

25. Respondent refused to pay his Employer for \$3,400.00 worth of materials, equipment, and labor it provided for Homeowners' construction project. As a result, the Employer filed a lien against Homeowners' property in the amount of \$3,400.00.

26. Additionally, Respondent took several tools belonging to his Employer and, when asked to return them, Respondent claimed he did not have them. However, once the Employer contacted law enforcement about the issue, Respondent returned Employer's tools.

27. 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 §§ 54-5215(2)(g) (dishonest or dishonorable dealings); and 54-5215(2)(a) (violating the Idaho Contractor Registration Act). Violations of these laws constitute grounds for disciplinary action against Respondent's registration or authority to practice contracting in the State of Idaho.

**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:

28. 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 his registration or authority to practice contracting in the State of Idaho.

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

30. Respondent understands that in signing this Stipulation, he is enabling the Board to impose disciplinary action set forth in this Stipulation upon his right to future registration without further process.

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

### **III. STIPULATED DISCIPLINE**

32. 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 unless or until it issues an Order accepting this Stipulation.

#### **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 Respondent<sup>1</sup>, all registrations

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<sup>1</sup> 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.

subsequently granted to Respondent, and all registrations subsequently granted to anyone with in an interest in Respondent.

**Fines, Costs, and Fees**

- b. Respondent shall pay to the Board a civil fine in the amount of \$1,500.00 within one hundred eighty (180) days of the entry of the Board's Order.
- c. Respondent shall pay investigative costs in the amount of \$600.00 and attorney fees in the amount of \$1,345.00 for a total amount of \$1,945.00 within one hundred eighty (180) days of the entry of the Board's Order. All monies paid by Respondent shall be applied towards the costs and attorney fees award first before application to the civil fine.
- 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.
  - (2) Payments may be hand-delivered to the following address: 11341 W. Chinden Boulevard, Boise, ID 83714.
  - (1) Payments made via credit card or debit card shall be made online at [dopl.idaho.gov](http://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. Respondent and anyone holding an interest in Respondent shall be ineligible to renew Registration No. RCT-55510, obtain or renew any other registration issued by the Board, or hold an interest in any entity registered by the Board until the fines, costs, and attorney fees set forth in this Stipulation are paid in full.

## **Probation**

f. Respondent's Registration No. RCT-55510 shall be placed on probation for a minimum of two (2) years. The probationary conditions are as follows:

- (1) Respondent shall comply with the terms of this Stipulation and timely and fully pay all of the fines, costs, and fees.
- (2) Respondent shall comply with all state, federal, and local laws, rules, and regulations governing the practice of contracting in the State of Idaho.
- (3) Respondent shall inform the Board in writing of any change of place of practice or place of business within fifteen (15) days of such change.
- (4) If Respondent leaves Idaho for three (3) continuous months, or resides or practices outside the State, Respondent must notify the Board in writing of the dates of departure, the address of Respondent's intended residence or place of business, and whether Respondent intends to return to Idaho. Periods of time in excess of fourteen (14) days spent outside of Idaho will not apply to satisfy this probationary period or excuse compliance with the terms of this Stipulation.
- (5) Respondent shall cooperate with the Board and its agents and submit any information and documentation within a reasonable period of time upon request.



- (6) Respondent shall make all relevant files, records, correspondence, or other documents available immediately upon the demand of any member of the Board, the Board's staff, or the Board's agents.
- (7) If requested by the Board or its agents, Respondent shall provide an executed release authorizing the Board and its agent to obtain any information, oral or written, as the Board may deem relevant to assist it in adequately reviewing Respondent's compliance with the terms of probation and this Stipulation.

#### **Miscellaneous Provisions**

- g. Respondent is solely responsible for all costs associated with complying with this Stipulation.
- h. Respondent's violation of any of the terms of this Stipulation may warrant further Board action. The Board, therefore, retains jurisdiction over this proceeding until all matters set forth in this Stipulation are resolved.

#### **IV. PRESENTATION OF STIPULATION TO BOARD**

33. The Board's prosecutor shall present this Stipulation to the Board so the Board may consider whether to approve it.

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

35. 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**

36. 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 Division of Occupational and Professional Licenses shall serve Respondent with notice of the charges levied against Respondent. Within twenty-one (21) days of service of such notice, Respondent shall submit a response (along with supporting documentation, if any) to the allegations and specifically request a hearing before the Board. If Respondent does not submit a timely response, the charges or 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, 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 revocation or suspension of Respondent's registration, the imposition of civil 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.

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

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


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

40. 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 11 day of OCTOBER, 2022.

  
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Jody Del Bryant  
Respondent

**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 March, 202~~3~~. IT IS SO ORDERED.

IDAHO CONTRACTORS BOARD

By   
\_\_\_\_\_  
Board Chair

**CERTIFICATE OF SERVICE**

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

Jody Del Bryant



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

U.S. Mail  
 Hand Delivered  
 Email: [eric@naylorhales.com](mailto:eric@naylorhales.com)  
 Fax Transmission 208-383-9516



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Staff  
Division of Occupational and Professional Licenses