BEFORE THE
REGISTRAR OF CONTRACTORS
CONTRACTORS STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **S F GARAGE COMPANY INC.** **JOHN CLIFFORD POLLARD,** **RMO/CEO/PRES** PO Box 14039 San Francisco, CA 94114 38 Gough Street San Francisco, CA 94103 **Contractor's License No. 684863, B, C-8, C-10, C-36, A, C-4, C-16** Respondents.	CASE NO. N2021-312 OAH NO. 2022060632 **ORDER TO ADOPT STIPULATED SETTLEMENT**

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter. The failure to comply with any of the terms and conditions as set forth in the provisions of probation will be deemed a violation of probation.

IT IS FURTHER ORDERED that **S F GARAGE COMPANY INC**, License Number **684863**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of $50,000.00, for a period of not less than four years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that respondents shall pay the investigative costs in the amount of **$9,660.97**. Monthly payments are to be made in the amount of **$805.08**, until completed. Payments are to be made at the end of each month, commencing the first full month after the effective date of this decision.

IT IS THE responsibility of the respondents, named in this Order, to read and follow the Order. The deadlines for meeting the terms and conditions are based upon the EFFECTIVE DATE of this Decision. No notices or reminders will be sent as to compliance with the terms and conditions. Proof of payments of restitution and payments for the Cost of Investigation and Enforcement if ordered, are to be sent to CSLB, Sacramento Case Management, Post Office Box 26888, Sacramento, CA 95826.

This Decision shall become effective on October 19, 2023.

IT IS SO ORDERED September 19, 2023.

David Fogt
Registrar of Contractors

ROB BONTA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General
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Attorneys for Complainant

BEFORE THE
REGISTRAR OF CONTRACTORS
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In the Matter of the Accusation Against: **S F GARAGE COMPANY INC.** **JOHN CLIFFORD POLLARD,** **RMO/CEO/PRES** P O Box 14039 San Francisco, CA 94114 38 Gough Street San Francisco CA 94103 Contractor's License No. 684863, B, C-8, C-10, C-36, A, C-4, C-16 Respondents.	Case No. N2021-312 OAH No. 2022060632 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

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

PARTIES

1. Brian Melvin (Complainant) is the Supervising Special Investigator I of the Contractors State License Board (Board). This action was brought by his predecessor, former Supervising Special Investigator I, Thomas Jager, solely in his official capacity. Complainant

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now brings this action and is represented in this matter by Rob Bonta, Attorney General of the State of California, by Joshua Johnson, Deputy Attorney General.

2. Respondent S F Garage Company Inc.; John Clifford Pollard, RMO/CEO/Pres (Respondent) is represented in this proceeding by attorney Jacob G. Reinhardt, whose address is: 2550 9th Street, Suite 101, Berkeley, CA 94710-2551.

3. On or about March 4, 1994, the Registrar of Contractors (Registrar) issued Contractor's License Number 684863 to Respondent. The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on November 30, 2023, unless renewed.

JURISDICTION

4. Accusation No. N2021-312 was filed before the Registrar, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on May 24, 2022. Respondent timely filed its Notice of Defense contesting the Accusation.

5. A copy of Accusation No. N2021-312 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. N2021-312. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

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

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

CULPABILITY

9. Respondent understands and agrees that the charges and allegations in Accusation No. N2021-312, if proven at a hearing, constitute cause for imposing discipline upon its Contractor's License.

10. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation, and that Respondent hereby gives up its right to contest those charges.

11. Respondent agrees that its Contractor's License is subject to discipline and they agree to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

RESERVATION

12. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the Registrar of Contractors, Contractors State License Board, or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

13. This stipulation shall be subject to approval by the Registrar of Contractors or the Registrar's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Contractors State License Board may communicate directly with the Registrar regarding this stipulation and settlement, without notice to or participation by Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the time the Registrar considers and acts upon it. If the Registrar 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 Registrar shall not be disqualified from further action by having considered this matter.

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14. 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.

15. 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.

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Contractor's License No. 684863, issued to Respondent S F Garage Company Inc.; John Clifford Pollard, RMO/CEO/Pres is revoked. However, the revocation is stayed and Respondent is placed on probation for four (4) years on the following terms and conditions.

1. **Obey All Laws.** Respondent shall comply with all federal, state and local laws, including all building laws and uniform codes, governing the activities of a licensed contractor in California.

2. **Interviews With Special Investigator.** Respondent and any of Respondent's personnel of record shall appear in person for interviews with the Registrar or designee upon request and reasonable notice during the probationary period.

3. **Completion Of Probation.** Upon successful completion of probation, the Contractor's License will be fully restored.

4. **Violation Of Probation.** If Respondent violates probation or any condition of probation in any respect, the Registrar, after giving notice and opportunity to be heard, may revoke probation and impose the disciplinary order that is stayed. If an accusation or petition to

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revoke probation is filed against Respondent during the probationary period, then the Registrar shall have continuing jurisdiction of this matter until the subsequent matter is final, and the period of probation and all the conditions of probation in this matter shall be extended until the subsequent matter is final. If there is an order to make restitution or pay cost recovery and Respondent fails to comply with the restitution or cost recovery order and make a payment, the Registrar may immediately lift the stay and reimpose the disciplinary order without giving Respondent an opportunity to be heard.

5. **Cost Recovery.** Respondent shall pay to the Registrar pursuant to Business and Professions Code section 125.3 the costs of investigation and enforcement in this matter in the amount $9,660.97 within one year of the effective date of the Decision and Order. Payments shall be made in equal monthly installments beginning thirty (30) days from the effective date of the Decision and Order.

6. **Restitution.** Respondent shall pay any sum determined in resolution of the consolidated cases of *Burke vs. Greenwich Properties, LLC, et al.*, San Francisco County Superior Court Case Nos. CGC-20-584633, CGC-20-587199, CGC-20-585674, CGC-20-587535, and the case of *Greenwich Properties, LLC v. SF Garage Company, Inc. et al.*, San Francisco Superior Court Case No. CGC-22-598201 (collective referred to as "SF Civil Cases"), to Greenwich Properties LLC as restitution in this matter. Respondent represents that it disputes the claims in the SF Civil Cases. Respondent shall provide the Contractors State License Board with the resolution documents for the SF Civil Cases, and, if such any sum is deemed due, proof of payment within thirty (30) days of adjudication. Respondent shall file resolution documents and, if applicable, proof of payment with the Contractors State License Board Case Management Probation Monitor at P.O. Box 26888, Sacramento, CA 95826. Failure to submit proof to the Registrar or designee of the SF Civil Cases resolution documents or, if applicable, payment of restitution to the victim shall automatically terminate the stay of the order of revocation and Respondent's license shall be revoked effective thirty (30) days from the due date of the delinquent payment without further notice or hearing.

7. **Disciplinary Bond.** Respondent fully understands and agrees that the Registrar shall

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further require as a condition precedent to the restoration of a Contractor's License to Respondent, that it shall file or have on file a disciplinary contractor's bond in the sum to be fixed by the Registrar based upon the seriousness of the violation, but which sum shall not be less than twenty-five thousand dollars ($25,000) nor more than 10 times that amount required by Business and Professions Code section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not replace any other type of contractor's bond. The disciplinary bond shall remain on file with the Registrar for a period of at least two years and for such additional time as the Registrar may determine, as required under Business and Professions Code section 7071.8.

8. **Written Requests.** Respondent shall respond in writing within 20 calendar days of any written request from the Registrar or authorized designee (Probation Monitor) during the probation period. Failure to respond within the allotted timeframe shall be considered a violation of the terms of probation.

9. **Active License.** Respondent shall maintain the disciplined license in an active and clear status for the duration of the probation period or probation shall be tolled.

10. **Production of Documents.** Respondent shall submit copies of documents directly related to construction operations to the Registrar or designee upon demand during the probationary period.

11. **New or Reissued Licenses.** Any application Respondent submits to the CSLB for a new or reissued license will not be processed so long as Respondent's Contractor's License No. 684863 is on probation.

12. **Construction Contracts.** Respondent shall submit copies of all construction contracts to the Registrar or designee for approval upon demand during the probationary period.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Jacob G. Reinhardt. I understand the stipulation and the effect it will have on my Contractor's 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 Registrar of Contractors, Contractors State License Board.

DATED: 09 / 06 / 2023

John Pollard

S F GARAGE COMPANY INC.; JOHN CLIFFORD POLLARD,, RMO/CEO/PRES
Respondent

I have read and fully discussed with Respondent S F Garage Company Inc.; John Clifford Pollard,, RMO/CEO/Pres the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 9/6/23

JACOB G. REINHARDT
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Registrar of Contractors, Contractors State License Board.

DATED: September 6, 2023

Respectfully submitted,

ROB BONTA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General

JOSHUA D. JOHNSON
Deputy Attorney General
Attorneys for Complainant

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