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

In the Matter of the Accusation Against: **SUNERGY CONSTRUCTION, INC. ANDRES LOPEZ, RMO (B)** **[disassoc. 3/21/23]** **GILBERTO LEPIZ, RMO (C10)** **[disassoc. 2-1-24]** **ALBERTO SALAZAR, RMO (B)** **[disassoc. 7/1/20]** **JONATHAN DALE MITCHELL, Officer** **7026 Alderwood Drive Fontana, CA 92336** **Contractor's License No. 1005730, B, C-10** **LISA B. LOGBACK** **39894 Wild Canary Lane Murrieta, CA 92562** **Home Improvement Salesperson Registration No. 111177 SP** **ANDRES LOPEZ DBA LOPEZ ROOFING & CONSTRUCTION** **8397 6th Avenue Hesperia, CA 92345** **Contractor's License No. 1031055, B, C-39** Respondents.	CASE NO. **N2023-240 & N2023-241** **ORDER TO ADOPT STIPULATED SETTLEMENT AS TO LISA B. LOGBACK HOME IMPROVEMENT SALESPERSON NO. 111177SP ONLY**

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 **LISA B. LOGBACK** shall pay the investigative costs in the amount of $2500. Monthly payments are to be made in the amount of $ 83.33, beginning thirty (30) days from the effective date of the Decision and Order, until paid in full.

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 April 3, 2025.

IT IS SO ORDERED March 3, 2025.

David Fogt
Registrar of Contractors

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BEFORE THE
REGISTRAR OF CONTRACTORS
CONTRACTORS' STATE LICENSE BOARD
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In the Matter of the Accusation Against: **SUNERGY CONSTRUCTION, INC.** **ANDRES LOPEZ, RMO (B)** **[disassoc. 3/21/23]** **GILBERTO LEPIZ, RMO (C10)** **[disassoc. 2-1-24]** **ALBERTO SALAZAR, RMO (B)** **[disassoc. 7/1/20]** **JONATHAN DALE MITCHELL, Officer** 7026 Alderwood Drive Fontana, CA 92336 Contractor's License No. 1005730, B, C-10 **LISA B. LOGBACK** 39894 Wild Canary Lane Murrieta, CA 92562 Home Improvement Salesperson Registration No. 111177 SP **ANDRES LOPEZ** **DBA LOPEZ ROOFING & CONSTRUCTION** 8397 6th Avenue Hesperia, CA 92345 Contractor's License No. 1031055, B, C-39 Respondents.	Case No. N2023-241 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER AS TO LISA B. LOGBACK ONLY**

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 (Registrar). He brought this action solely in his official capacity and is represented in this matter by Rob Bonta, Attorney General of the State of California, by Diane De Kervor, Deputy Attorney General.

2. On or about November 20, 2017, the Registrar issued Home Improvement Salesperson (HIS) Registration Number 111177 SP to Lisa B. Logback. The HIS Registration was in full force and effect at all times relevant to the charges brought herein and will expire on November 30, 2025, unless renewed.

JURISDICTION

3. Accusation No. N2023-241 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 September 5, 2024. Respondent timely filed her Notice of Defense contesting the Accusation.

4. A copy of Accusation No. N2023-241 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read and understands the charges and allegations in Accusation No. N2023-241. Respondent has also carefully read and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at her own expense; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on her 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.

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

CULPABILITY

8. Respondent understands and agrees that the charges and allegations in Accusation No. N2023-241, if proven at a hearing, constitute cause for imposing discipline upon her H.I.S. Registration.

9. 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 her right to contest those charges.

10. Respondent agrees that her H.I.S. Registration is subject to discipline and she agrees to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

11. 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. By signing the stipulation, Respondent understands and agrees that she may not withdraw her 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.

12. 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.

13. 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.

14. 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 Home Improvement Salesperson Registration No. 111177 SP is revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

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

2. **Interviews with Special Investigator.** Respondent shall appear in person for interviews with the Regional Deputy or designee upon request and reasonable notice.

3. **Completion of Probation.** Upon successful completion of probation, the Home Improvement Salesperson Registration will be fully restored.

4. **Violation of Probation.** If respondent violates probation, including but not limited to failing to comply with any order for restitution, the Registrar may revoke probation and impose the disciplinary order that was stayed.

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 of $2,500.00 within 30 months of the effective date of the Decision and Order. Payments may be made in equal monthly installments beginning thirty (30) days from the effective date of the Decision and Order. Payments shall be in the form of a cashier's check or money order and

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shall be sent to the Contractors State License Board Case Management Probation Monitor at P.O. Box 26888, Sacramento, CA 95826-0088.

6. **Written Request**. 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.

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

8. **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.

9. **No New Applications**. While the Respondent's license is on probation, no CSLB application for culpable personnel will be processed for a new or reissued license.

10. **Construction Contracts.** Respondent shall submit copies of construction contracts to the Registrar upon demand during the probation period.

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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 Home Improvement Salesperson Registration. 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: 11/25/2024

LISA B. LOGBACK
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: January 8, 2025

Respectfully submitted,

ROB BONTA
Attorney General of California
MARICHELLE S. TAHIMIC
Supervising Deputy Attorney General

DIANE DE KERVOR
Deputy Attorney General
Attorneys for Complainant

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