

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
BOARD FOR LICENSING CONTRACTORS

Transcript of the Proceedings

Teleconference

June 17th, 2011

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1 (Whereupon, the following proceedings were
2 transcribed from an audio recording:)

3 MR. WHITTINGTON: This is Friday, June 17th, at
4 2:00 central standard time. I would like to go ahead and
5 call this conference meeting to order. I am
6 Keith Whittington, the chairman. If I could please,
7 starting with --

8 MS. LAZENBY: Do you want me to just call their
9 names out?

10 MR. WHITTINGTON: Carolyn, that would be the
11 best, if you would just call the names out and each
12 member say aye.

13 MS. LAZENBY: Okay. First, our legal would
14 like us to go ahead and us identify ourselves. And in
15 the room, I'm Carolyn Lazenby. And I have Jenny Gray,
16 the staff attorney; Nicole Canter, the paralegal;
17 Telise Roberts, assistant director; and Michael Driver,
18 staff attorney. And then legal said if you have anybody
19 with you, to also identify them as well.

20 MR. WHITTINGTON: Yes.

21 MS. LAZENBY: And I'll go ahead and start with
22 Cindy DeBusk.

23 MS. DEBUSK: Aye.

24 MS. LAZENBY: Bill Mason?

25 MR. MASON: Aye.

1 MS. LAZENBY: Jack Tickle?

2 MR. TICKLE: Aye.

3 MS. LAZENBY: Mark Brodd?

4 MR. BRODD: Aye.

5 MS. LAZENBY: Keith Whittington?

6 MR. WHITTINGTON: Aye.

7 MS. LAZENBY: Jerry Hays?

8 MR. HAYES: Aye.

9 MS. LAZENBY: And we do have a quorum. And the
10 attorney and his clients may identify themselves now.

11 MR. CLEMENTS: Kirk Clements for Mr. Isaia.
12 Mr. Isaia, are you on the phone?

13 MR. ISAIA: Yes, sir, I am. Christopher Isaia.

14 MS. LAZENBY: I'm sorry, could you spell that
15 name?

16 MS. GRAY: How do you spell your last name,
17 Mr. Isaia?

18 MR. CLEMENTS: Can you spell your name?

19 MR. ISAIA: Yes. Christopher, traditional
20 spelling, C-H-R-I-S-T-O-P-H-E-R. Last name is spelled
21 I-S-A-I-A.

22 MS. LAZENBY: And the attorney was
23 Kirk Clements?

24 MR. CLEMENTS: Yes, ma'am. C-L-E-M-E-N-T-S.

25 MS. LAZENBY: And do you have Timothy Pickel,

1 the owner, on the line?

2 MR. CLEMENTS: He is not. Mr. Isaia is the CFO
3 of the company.

4 MS. LAZENBY: This is a sole proprietor so --
5 okay.

6 MS. GRAY: Keith, did you want to go ahead and
7 read the statement of necessity?

8 MR. WHITTINGTON: I will. I was just waiting
9 to make sure we had all the formalities finished. I kind
10 of had a concern there, Carolyn. You said this was a
11 sole proprietor?

12 MS. LAZENBY: Right.

13 MR. WHITTINGTON: And yet we have a CFO
14 representing the company?

15 MS. LAZENBY: I'm confused also.

16 MS. GRAY: Well, I think for the purposes, you
17 know, of what we're doing today, it just is my
18 understanding that Mr. Isaia runs the operations of the
19 company and Mr. Clements is the company's attorney. And
20 we may have to address, you know, any issues with what
21 was put on the application, you know, what the board
22 understands the business --

23 MR. WHITTINGTON: Well, I just wanted everyone
24 to make sure that I understood that to be a sole
25 proprietor, yet it seems as though we have a corporate

1 entity that's sitting in with this. And is it proper for
2 them to be in here if it's a sole proprietor?

3 MR. CLEMENTS: Well, I may have misspoke. I
4 think Ms. Gray makes a better characterization. He
5 runs -- Mr. Isaia runs the operations.

6 MR. WHITTINGTON: Okay. All right. Then with
7 that, I'll read a statement of necessity. According to
8 TCA 8-44-108, necessity means the matters to be
9 considered by this governing body requires a meeting to
10 take place and to take timely action. If a physical
11 presence by a quorum of the members is not practical
12 within the period of time requiring action, then a
13 participation by the quorum of the members will be
14 allowed by electronic means of communication. All voting
15 will be conducted by a roll call.

16 In order to protect the public safety and
17 welfare, this special called meeting is for the board to
18 consider taking emergency action against a home
19 improvement licensee, Timothy C. Pickles, Sr., doing
20 business as Tennessee Roofing Professionals, for numerous
21 consumer complaints in violation of the home improvement
22 law. With that I'll turn the meeting over to legal
23 counsel, Jenny Gray.

24 MS. GRAY: Can we get a roll call vote to just
25 adopt that statement of necessity, Keith?

1 MS. LAZENBY: Do they need to make a motion?

2 MR. WHITTINGTON: I need a motion, first of
3 all, to adopt the statement of necessity. If someone
4 would, please make that motion.

5 MS. DEBUSK: Motion.

6 MR. TICKLE: This is Ronnie. Second it.

7 MR. WHITTINGTON: I have a motion and a second.
8 Is there any discussion?

9 (No response.)

10 MR. WHITTINGTON: Hearing none, Carolyn, would
11 you please call the roll call?

12 MS. LAZENBY: Yes. Cindy DeBusk?

13 MS. DEBUSK: Aye.

14 MS. LAZENBY: Bill Mason?

15 MR. MASON: Aye.

16 MS. LAZENBY: Jack Tickle?

17 MR. TICKLE: Aye.

18 MS. LAZENBY: Mark Brodd?

19 MR. BRODD: Aye.

20 MS. LAZENBY: Keith Whittington?

21 MR. WHITTINGTON: Aye.

22 MS. LAZENBY: And Jerry Hayes?

23 MR. HAYES: Aye.

24 MS. LAZENBY: Adopted.

25 MR. WHITTINGTON: The motion carries. Okay.

1 Jenny, with that, now you can have the meeting.

2 MS. GRAY: Okay. We are here today to discuss
3 the possible summary suspension of a home improvement
4 contractor, Timothy Pickel, doing business as Tennessee
5 Roofing Professionals. As of today, I show that we have
6 seven board complaints and approximately 30 complaints
7 have been filed with the Better Business Bureau.

8 And the two main issues that I think are
9 important to discuss today, you know, regarding whether
10 we need emergency, is the company's practice of taking
11 more than a third down at the time of the execution of
12 the contract and then also failing to begin work within
13 the time that's specified in the contract. So we have
14 those two things, you know, working together, along with
15 reports from at least eight of the consumers, are that
16 the company fails to return phone calls and/or does not
17 answer the phone. So that's, you know, the main pattern
18 of conduct that is at issue today.

19 And what I found, that out of 37 consumer
20 complaints, five of the jobs have gone past the -- some
21 contracts say 45 days to commence and some say 90 days to
22 commence. But of the 37, I have evidence of at least
23 five that have not started within that contract period.
24 And as -- you know, one case has gone as long as
25 approximately 200 days. And like I said, there's been no

1 work started and no refunds in those cases.

2 I understand from the attorney for the
3 contractor that he wanted me to be specific so that he
4 might respond to those five particular complaints where
5 there's been quite a bit of money paid down, as in more
6 than a third paid, and then also no work started. So if
7 I could, I'm just going to -- I forwarded to the board
8 members, or Carolyn did, sort of a summary, and I'm just
9 going to go through the summary and address the ones that
10 I'm talking about. And the first one, and --

11 MR. WHITTINGTON: Jenny, before you do that,
12 has all of the board members received a copy of the
13 summary?

14 BOARD MEMBERS: (Affirm.)

15 MR. WHITTINGTON: I just want to make sure that
16 everyone has a copy of that in front of you. That way
17 you can follow along with this.

18 MS. DEBUSK: I do not have a copy in front of
19 me.

20 MR. WHITTINGTON: Okay.

21 MS. GRAY: The first one -- forgive me, I
22 cannot pronounce his first name very well, so I will just
23 go with Mr. Velu, V-E-L-U. It looks like we had 100
24 percent of the contract price paid. And the contract was
25 signed on February 14th of 2011. It specified that work

1 would begin within 90. And it's -- as of June 6th, 2011,
2 the work had still not -- had still not started. And it
3 looks like no refund either. And so that's one where
4 I've noted that we have got a problem there. So if
5 Mr. Clements has a response to that, if he could go ahead
6 right now.

7 MR. CLEMENTS: Let me -- first, let me say this
8 about my client, is that with respect to the taking more
9 than one third of the contract in violation of the
10 statute, he readily admits that has been done. He has
11 done that out of (inaudible) to understand that
12 requirement, and it is not malicious or intentional.

13 We understand that ignorance of the law is
14 not an excuse, but in whatever form we have to do today,
15 we'll assure this board that that will -- he will no
16 longer continue that practice. So I think you'll see --
17 you may see that problem in each one of these issues that
18 arise today, but he has admitted to no longer doing that,
19 understands what the law is, and certainly will not
20 continue to practice in that manner.

21 With respect to Mr. Velu, as I'm sure the
22 board is aware, in the last few months there has been
23 what they call a 100 year flood out in Memphis, which has
24 resulted in basically my client not having access to his
25 office for about one month. The -- this started towards

1 the end of April, went for about three or four weeks.
2 There's a levee not far from his office, and then they
3 had to build a temporary levee that resulted in the road
4 being shutdown. So as you see, within this 90 day
5 period, it falls into this period of time where this
6 flood occurred, so we did delay things.

7 My client did go out there or contacted
8 Mr. Velu. I believe it was earlier this week. And I've
9 sent this information to Ms. Gray. I do not think she's
10 had time to pass it on to the board members. But this is
11 Exhibit 3, Ms. Gray, to what I just sent you. They went
12 out there on the 9th. And though he agreed to have the
13 materials delivered to his property, once my client
14 arrived or his crew arrived to complete the job, he would
15 not let them do it. So they went out there to complete
16 the job.

17 It is correct it was not done in 90 days,
18 but as I said, we have had a 100 year flood out in
19 Memphis. It did delay things somewhat, in particular
20 with this job, and that is the reason that they didn't
21 get the work done. And there is language in the contract
22 that affords them additional time before an act of God or
23 weather or other certain circumstances that are outside
24 of their control.

25 So they are -- although they are outside the

1 90 day period, they still are not in breach of the
2 contract and went out there to perform the work. And
3 Mr. Velu, apparently, had someone else do it prior to. I
4 haven't -- I have talked to my client about whether -- or
5 what the recourse is here. He may have just gotten a
6 refund on the materials. But it's entirely possible that
7 Mr. Velu is in violation of the contract.

8 MS. GRAY: Okay. If that's all -- if that's
9 all on that case, if I could just move forward. I'm just
10 going to move forward with the next one.

11 MR. CLEMENTS: Sure.

12 MR. WHITTINGTON: Well, I think the board ought
13 to be able to ask a question on a case by case if we're
14 going to --

15 MS. GRAY: Yeah. That's fine.

16 MR. WHITTINGTON: If we're going to do this, we
17 need full information. I, for one, have a real problem
18 and want to know -- the contract was signed on February
19 the 14th. Exactly when was the flood down there?

20 MR. CLEMENTS: Mr. Isaia, can you address the
21 specific dates and so forth?

22 MR. ISAIA: Yeah. Can you hear me okay, first
23 off?

24 MR. CLEMENTS: Let me say this too. Let me say
25 this to the board. I happened to be in Memphis the first

1 week of Memphis (sic). I had a trial out there. And it
2 was -- it was affecting the city at that point in time.
3 So -- which certainly falls within the 90 day period of
4 this flood. But, Mr. Isaia, if you can provide more
5 specific dates.

6 MR. ISAIA: To the best of my knowledge, we
7 reached above flood stage on April 27th. I believe it
8 was the first day we came above flood stage. However,
9 that didn't necessarily affect directly our ability.
10 They had not built a temporary levee. Well, first off,
11 we are 25 feet from the actual --

12 MR. WHITTINGTON: Okay. I'm not really
13 interested in how deep the water got. What I was
14 interested in was the fact it was late April when the
15 flood happened. And also, you had since February the
16 14th, which is well over 60 days. So, you know, if
17 someone else has a question, my question was answered as
18 to how many days. It was well over 60 since the contract
19 was signed and still no work.

20 MR. ISAIA: I'm looking for -- I'm trying to
21 access my copy of that contract.

22 MS. GRAY: I think that --

23 MR. ISAIA: There's probably two different
24 (inaudible) with the contract. The permission --
25 again -- let's see, February 14th is when we made an

1 agreement, commenced the work, and we had 90 days -- in
2 the contract, allowed ourselves 90 days to perform the
3 work. I'm not sure if I understand. Are you asking, why
4 did it take -- or would it have taken 60 days for us to
5 start the work?

6 MR. WHITTINGTON: I'm not really asking the
7 question.

8 MR. ISAIA: Okay.

9 MR. WHITTINGTON: The question was, was I
10 understand you had 90 days written in the contract, but
11 yet you still hadn't even made an attempt to do the
12 project in excess of 60 days, which causes me, as a board
13 member, a great deal of concern, that you're not even on
14 the job in 30 days after receiving 92 percent of the
15 contract.

16 MR. ISAIA: Well, I --

17 MR. WHITTINGTON: That is a great --

18 MR. ISAIA: Frankly, we're a very successful
19 company. We've been extraordinarily diligent with our
20 work. It's not just we weren't working during that 90
21 days. We were putting on a different roof.

22 MR. HAYES: Mr. Chairman, this is Bill Hayes.
23 My understanding is --

24 MR. ISAIA: If I accept a job today, I guess
25 you can say it's impossible, because of the backlog of

1 work and as many clients as we have, that we put the roof
2 on (inaudible), because I'll be putting on somebody
3 else's roof.

4 MS. GRAY: Can I also add -- this is
5 Jenny Gray -- that -- Mr. Clements, I don't know if you
6 have the contract in front of you, but I do not see an
7 act of God provision in the contract. But I may be
8 missing it. Which number?

9 MR. CLEMENTS: Let me look.

10 MS. GRAY: Okay.

11 MR. TICKLE: This is Ronnie. On May the 6th is
12 really when we had a bad problem down here. On May the
13 12th Memphis, in May, had -- Memphis in May had to
14 start -- move to a different location, but May the 6th --
15 so that time frame, as far as the bad part of the flood,
16 doesn't really jive, as far as I'm concerned. I am in
17 Memphis. And I -- and I do perform this kind of work.
18 And I am also concerned about the amount of money that
19 was put down and work not being started.

20 MR. CLEMENTS: First off, I'm not sure who was
21 there that was not able to find the clause that addresses
22 act of God, delays beyond our control. I wanted to point
23 out the act in the contract, number four. We believe,
24 specifically, and would make it very clear, that certain
25 things are beyond our control: Excessive heat, excessive

1 cold, (inaudible). Delays beyond our control that's
2 covered is ability to get materials and issues of that
3 nature.

4 MS. GRAY: Okay.

5 MR. MASON: So the contract was signed on
6 February 14th; is that correct?

7 MR. CLEMENTS: Yes, sir.

8 MR. MASON: And then the flooding in Memphis
9 began to cause evacuation only on May 6th, which is just
10 a week short of 90 days later. Let me ask this on this
11 Velu contract: How much money was paid in advance by
12 Mr. Velu to your company?

13 MR. CLEMENTS: It was -- this is Kirk Clements.
14 It was 5,799.

15 MR. MASON: What percentage of the contract
16 would that have been?

17 MR. CLEMENTS: Oh, I'm sorry.

18 MS. GRAY: It appears --

19 MR. CLEMENTS: 92 percent.

20 MR. MASON: 92 percent?

21 MR. CLEMENTS: Yeah.

22 MR. MASON: Okay. That's what I wanted to
23 know. Thank you.

24 MS. GRAY: Would you like me to move on to the
25 next case where I have nonperformance?

1 MR. WHITTINGTON: Yes. Let's go ahead.

2 MS. GRAY: It's going to be Mr. William Scott
3 Fuller. That's on the second page of your summary. And
4 it looks like the contract was signed with Mr. Fuller on
5 November 10th of 2010. And in this case it appears that
6 the company only took 20 percent down, so it doesn't look
7 like we had that third down violation in this case. But
8 I will say that the contract said that the company would
9 begin work in 45 days within the time of payment and that
10 as of June 13th no work had begun, which was -- is
11 approximately 210 days since the signing of the contract,
12 and the 20 percent was paid down.

13 MR. ISAIA: I can specifically address this
14 one. I'm familiar with this one because it hung around
15 in our office for so long. And we tried so long to get
16 this job off of our book. If it's okay, Kirk?

17 MR. CLEMENTS: Please.

18 MR. ISAIA: Okay. I do -- I remember it well.
19 We made many, many attempts by telephone to reach
20 Mr. Fuller and to do the installation. And it was such
21 a -- from what we're used to, such a small job. We
22 wanted it off our books. We released some documents
23 probably -- and I'm going out on a limb here -- no less
24 than 25 calls on Mr. Fuller's home telephone number --
25 or, I'm sorry, messages left on Mr. Fuller's home

1 telephone number without a call back for an extensive
2 period of time. I think, frankly, that he wasn't
3 interested in getting the work done until spring. And at
4 one point he did finally reach back out to our offices
5 and say, yes, please, will you start the job, and then we
6 put that job into the schedule.

7 MS. GRAY: Okay. Keith, did you want to ask
8 any questions or did any board member want to ask a
9 question on this case?

10 MR. TICKLE: This is Ronnie. I would like to
11 ask a question. I realize you're saying you made
12 numerous telephone calls. Did you write him a letter,
13 return receipt requested?

14 MR. ISAIA: Well, you know what, I'm looking
15 for that in this -- I'm looking for it in our file. And
16 I apologize. I don't have my assistant with me at the
17 moment.

18 MR. TICKLE: That's typically what we do if we
19 do not get a response. We put it in writing. That way
20 we have a record if anything like that would come up.

21 MR. ISAIA: Right. And I'm looking to see if
22 we have that.

23 MS. GRAY: If I could just move on to the next
24 case. And Mr. Isaia, if you do find that letter, you
25 know, feel free to speak up and let us know.

1 MR. ISAIA: I don't see the letter.

2 MR. WHITTINGTON: Any other questions from the
3 board?

4 (No response.)

5 MR. WHITTINGTON: Okay. Go ahead and move on
6 then.

7 MS. GRAY: Okay. The next case is the same
8 page on the summary. It's going to be for the customer,
9 last name Sansone. And it looks like this contract was
10 signed on November 18th of 2010. It looks like
11 approximately 50 percent was paid down at the time of
12 execution of the contract, \$5,643.64.

13 The contract specified that the work would
14 begin within 45 days of payment, and as of June 13th no
15 work has begun and no refund. And it's been over 200
16 days since the contract was signed or approximately 200
17 days. And if Mr. Isaia wants to respond or Mr. Clements
18 at this time.

19 MR. ISAIA: I can respond to that one. I
20 personally received a letter from John and Tina Sansone.
21 We took the order later on in the year when it started to
22 cool off. They specifically requested that we not begin
23 work until spring, until later in the spring. They
24 wanted -- I remember they wanted the temperature to be in
25 the 70s before we started doing the work. They did

1 contact us in the spring and asked us to please get them
2 put on the schedule. I took -- we took the order in
3 January, and they said, if you would, please wait a
4 couple of months at least until it's warmer before you
5 put the roof on. They contacted us in April, I believe
6 it was, to ask us if we could come out and put the roof
7 on. We put them on the schedule, and they weren't
8 satisfied with when we were able to put it on or when we
9 were able to get the schedule for them.

10 And they -- our company, through our
11 attorney, Joe Barton, have reached an agreement for a
12 refund on the job because we weren't able to put it on
13 fast enough for them. And so as of this time we have not
14 refunded their money. We haven't signed any sort of a
15 contract. However, we have agreed to refund the money to
16 them.

17 MS. GRAY: Okay. And I apologize. It does
18 look like the contract was signed in January, like
19 Mr. Isaia said. And I apologize. I said November. It
20 was actually, looks like, January 10th. So I apologize
21 for that. Does --

22 MR. MASON: About how long did it take for that
23 to start then?

24 MR. ISAIA: Well, they -- again, in April, I
25 believe, they contacted us, and they said, can you start

1 next week? And we said, no, we can't start next week.

2 MR. MASON: So January 10th. They got in touch
3 with you in April, which was (inaudible) later, on a 45
4 day contract and asked you to start and you said you
5 couldn't.

6 MR. ISAIA: I'm not sure if I understand the
7 question.

8 MR. MASON: Well, if they signed the contract
9 on January 10.

10 MR. ISAIA: Correct.

11 MR. MASON: You heard from them in April, which
12 was, what, 60 days later or 90 days later?

13 MR. ISAIA: About 90 days later when they
14 called and said, okay, we're ready for you, to allow you
15 to start.

16 MR. MASON: They wouldn't let you start before
17 then?

18 MR. ISAIA: No. They wanted the temperature to
19 be into the 70s before we put on the roof.

20 MR. MASON: So it was by their request that it
21 did take that long?

22 MR. ISAIA: It was by their request that we
23 didn't begin the work. They didn't ask to be put on the
24 schedule until they called end of April.

25 MR. MASON: But they did pay 50 percent down?

1 MR. ISAIA: They paid, I believe, 6,000 --
2 sorry.

3 MR. WHITTINGTON: \$5,643?

4 MR. ISAIA: That sounds correct. We do realize
5 it was more than 30 percent. We acknowledge that.

6 MR. TICKLE: Do y'all have a -- this is Ronnie.
7 Do you have a letter from them stating they did not want
8 you to start?

9 MR. ISAIA: We have -- unfortunately, we do
10 not.

11 MR. CLEMENTS: Let me ask this. Let me respond
12 to that. If you don't mind me calling you Ronnie?

13 MR. TICKLE: No.

14 MR. CLEMENTS: And I think Ms. Gray can confirm
15 this or maybe in the materials that you have, but indeed,
16 in the complaint filed by this customer, they indicate
17 and they say it was -- it was agreed as soon as the
18 weather was good, the work would be done. And they do
19 state the weather was good by the beginning of March.

20 MR. TICKLE: That's why it's hard for me to
21 understand a lot of this stuff. Because I'm here.

22 MR. WHITTINGTON: Yeah. Y'all are talking to
23 home builders here, so we're saying that we're not
24 accustomed to -- at all to taking 60 or 90 days to get a
25 roof on a house. It takes a week for us. And that's

1 where we come in with a little concern.

2 MR. TICKLE: And being in the area, we kind of
3 know what's going on.

4 MR. ISAIA: I absolutely understand. I'm not
5 sure if you're familiar with the volume of work that
6 we're doing. Whereas some home builders get orders for
7 one or two roofs a week, we take orders for seven or ten
8 roofs a week. So it does create a bit of a backlog.

9 BOARD MEMBER: (Inaudible.)

10 MR. ISAIA: In the last one week, we have been
11 able to install 12 of those, and that's accounting for
12 one day when we had extreme bad weather. So we have
13 doubled the size of our installation. We're able to move
14 much faster to try to eliminate that backlog.

15 MS. GRAY: Okay. If nobody has any other
16 questions, I can move on to the next case. Mr. Chairman,
17 is everyone --

18 MR. WHITTINGTON: Go ahead.

19 MS. GRAY: The next case is part of the BBB
20 complaint, Better Business Bureau complaints. And let me
21 just say, you know, just because a complaint is filed
22 with the Better Business Bureau does not always mean that
23 it would be something for the board to review. But in
24 this particular instance, I did review these complaints
25 because they appeared to be similar to the board

1 complaints we were getting.

2 And I'm just going to identify the ones that
3 are, you know, almost identical to the ones we have been
4 discussing. And this one is Katya Brown. The customer's
5 name is Katya Brown. And it looks like the contract was
6 signed on January 19th of 2011. Approximately 35 percent
7 was paid at the time of execution of the contract, which
8 was \$1,596.32. And as of June 9th there was no work
9 started and the contract specified that work would begin
10 within 90 days of payment. And it's been approximately
11 180 days.

12 And it looks like this customer has stated
13 that the company has stated to her that it's the weather
14 that's causing a delay in her job and also the company
15 has stated that her materials are on back order. Did
16 Mr. Isaia want to respond about this?

17 MR. CLEMENTS: Well, I believe that I sent you
18 over -- I mean, yes. The materials show that this work
19 has been done. Is that correct, Mr. Isaia?

20 MR. ISAIA: Yes. That's correct.

21 MR. CLEMENTS: The work was completed, looks
22 like, on 6/14. And, Mr. Isaia, I'll let you address any
23 specifics with regard to this case.

24 MR. ISAIA: Well, I'm looking it over. I'm
25 looking over the original complaint. Pardon me. It is

1 correct. We unfortunately, not intentionally, failed to
2 get the roof on within the 90 day period. That would
3 have been -- the 90 day period would have been from
4 January 20th through about towards the end of May. I
5 guess it would be May 20th.

6 MR. WHITTINGTON: The end of April would have
7 been 90 days, and it didn't get put on until June the
8 14th?

9 MR. ISAIA: Six months. Ninety days would be
10 approximately May 21st, would it not?

11 MS. DEBUSK: It would be April 20th, wouldn't
12 it?

13 MR. CLEMENTS: Yeah. It would be approximately
14 April 19th.

15 MR. ISAIA: We worked -- we were more than a
16 month behind to get the roof on.

17 MR. WHITTINGTON: Seems to be a recurring
18 theme. You have a time frame and a money deal here also.
19 More than the third and also a time frame factor.

20 MS. GRAY: Okay. I do have the fifth case if I
21 could present that. This is also a Better Business
22 Bureau complaint, and the customer's name is
23 Georgia Wright. And it looks like the contract was
24 signed on January 16th, 2011. Approximately 75 percent
25 was paid down at the time of execution of the contract,

1 \$3,548. The contract specified the work would begin
2 within 90 days.

3 It appears -- and this is from the
4 customer's statement -- that the company did attempt to
5 begin work on April 25th, which is a little bit over the
6 90 day mark, right at the 90 day mark, but at that point
7 that she was upset by, I would assume, probably not
8 getting calls back, some type of -- she was upset with
9 the company at that point, I'll say that, and declined
10 for work to begin and requested her money back and was
11 told at that time that she could have her money back but
12 that 33 percent would be withheld due to her canceling
13 her point of the contract.

14 And that appears to be, you know, a breach
15 of contract case, not necessarily something the board
16 would be involved with normally. But in this case, you
17 know, it's along with the pattern of not completing the
18 work on time and the customer being upset at that point,
19 whether it's for lack of return of phone calls or some
20 kind of scheduling conflict or whatever else. So if
21 Mr. Isaia or Mr. Clements can respond, that's fine.

22 MR. CLEMENTS: Let me address this first. And
23 I sent this to you, Ms. Gray. It's Exhibit 1, what I
24 sent to you. And I understand the board probably doesn't
25 have this, but this is a change order from Home Depot

1 that shows there was an attempt of delivery of materials
2 on April 12th, 2011, and Home Depot notes that the
3 customer called and said she does not want the shingles.
4 That is within the 90 day period, albeit towards the end
5 of it. And she refused to allow them to come on the
6 property and do the work.

7 I understand the board's approach to this.
8 I understand you all are in the industry and that this
9 may be a lengthy period of time to complete these roofing
10 contracts, but the customers are agreeing to it. And my
11 client is putting this provision in the contract because
12 of the volume of the work that he does. And if he can
13 get it done within that 90 day period, he should be
14 allowed to.

15 And this is the case where he attempted to
16 do it, and the customer wouldn't let him do it. It's
17 become a contract case. And I think -- and you can
18 address this, Mr. Isaia, that -- well, I'm not sure
19 exactly where this case is, but, nonetheless, they tried
20 to go out there and get it done, and she wouldn't let
21 them do it.

22 MR. ISAIA: Kirk, did you want me to address
23 this one?

24 MR. CLEMENTS: I think I have said enough on
25 it.

1 MR. ISAIA: Okay. Thank you.

2 MS. DEBUSK: Why wouldn't she let them do it?

3 MR. CLEMENTS: The only thing -- I mean,
4 Ms. Gray, I don't know if you've talked to her, but just
5 looking at her complaint -- let's see.

6 MS. GRAY: I don't know that I have any other
7 information. Mr. Isaia may be able to tell us more, but
8 I don't think I have anything other than she was, you
9 know, fed up, you know, at that point from, I want to
10 say, lack of return of phone calls.

11 MR. HAYES: We're still in the frame of the
12 75 percent being put down --

13 MR. CLEMENTS: Yes, sir.

14 MR. HAYES: -- of money. That's way out of
15 kilter. And it says they're going to rehold 33 percent.
16 If she had put down one third and then holding one third
17 of 33 percent, that might be one thing, but when you put
18 down -- take somebody's money like that and then put
19 down -- take 33 percent of money that was overcharged on
20 the front end, that's a problem.

21 MS. GRAY: I think the board today, just
22 because of the nature of the proceedings, really needs to
23 concentrate on the conduct, the continuing pattern of
24 conduct, and, you know, what the company is going to do
25 going forward. I'm not saying that these things couldn't

1 be brought up at a formal hearing, but I just want the
2 board to concentrate on, you know, the pattern of doing
3 business and what they believe will go on from this day
4 forward.

5 MR. WHITTINGTON: I think that's what we are
6 concentrating on, the pattern being, if we continue to
7 get more than the 30 percent down payment allowable, we
8 also continue to see work not completed within the
9 contract period or, at the very least, pushing it right
10 up against the back end of a contract. This breach, in
11 my opinion as a home builder, this will breed anger and
12 resentment from customers.

13 MR. HAYES: And we also have a pattern of
14 taking more work on than you can handle and therefore
15 jeopardizing other people who have the ability to go to
16 work but are not able to go to work because somebody else
17 has jumped out there and said, I can do the work, and not
18 performing. That bothers me very much so.

19 MR. MASON: Let me just say too, I mean, I'm
20 hearing on this overpayment up front, I've heard four
21 different figures here, and there might have been more.
22 But in one case there was just 20 percent, another case
23 50 percent, another case 75 percent, and another case
24 92 percent. It suggests to me that there's no specific
25 policy with this country -- with this company about how

1 much money they're going to accept. It sounds to me like
2 they're just going to get all they can get.

3 There's no standard for that. It's an
4 erratic set of numbers about how much you're getting.
5 And of those four, of course, three of them way in excess
6 of what they should be. You talk again -- I think
7 somebody just made the right point exactly, the volume of
8 the work he does. You brought that up several times,
9 counselor, about your customer. If he does this much
10 volume of work, he should understand what the law is. If
11 he's doing that much of work and doing these kinds of
12 erratic payment demands on the customers -- maybe the
13 customers agree to it. They're real soft. They need
14 some help. They're going to agree to whoever is going to
15 come in here and help them.

16 And now I hear you've doubled the crew, but
17 it appears to me that a lot more work was taken off and
18 money in advance than this company could handle. And all
19 of that is disturbing to me. And let me just say, I'm
20 the one person on this board who is not a contractor.
21 I'm here to represent -- you know, I'm a public member,
22 and we are a consumer protection agency. And it seems to
23 me that the consumer, the customer, has not gotten a good
24 deal from this company.

25 MR. ISAIA: Well, I'll try to explain why we

1 don't seem to have a clear policy on how much we accept
2 down. Kirk, if you don't mind?

3 MR. CLEMENTS: Yes, please.

4 MR. ISAIA: We, Mr. Patel and myself, have both
5 worked for other companies in other states. And it has
6 been the policy of every company that I've worked for --
7 and I can't completely speak for Mr. Patel -- to accept
8 as down payment what amount that the insurant company
9 puts as -- or releases as a deposit, and it has been
10 (inaudible). And it's written into our contract, as it
11 is in other companies' contracts, that to do the type of
12 work that we do, that the down payments received from the
13 insurance company will then be forwarded to the
14 contractor, in this case, Tennessee Roofing
15 Professionals.

16 So the reason you're seeing various
17 percentages down is not because we said, okay, we expect
18 this amount down. It is because, frankly, ignorance of
19 the law, the laws of Tennessee, and having that written
20 into our contract that we accept only the amount that the
21 insurance company releases as a deposit, be it
22 15 percent, as it is in many cases, or 30 percent or
23 70 percent.

24 And that's, again, why you don't see a set
25 amount, because we -- every insurance company claim is

1 different. Some claims there's a withhold or a
2 depreciated amount of 50 percent or higher, and in some
3 cases there is a depreciated amount of 20 percent or
4 sometimes even lower. I (inaudible) clear on that. I've
5 tried to explain that to you, why we do it that way.

6 MR. WHITTINGTON: You stated that you guys, I
7 assume, are partners in the business. You named off a
8 couple of names.

9 MR. ISAIA: I'm sorry. I didn't say we were --
10 no. I said that Mr. Patel has worked for and with other
11 companies in other states, and I stated that I have
12 now -- I have worked -- this will be my fifth
13 company that -- I'm sorry. Fourth company that I have
14 worked for in various states.

15 MR. WHITTINGTON: Can you name any of those
16 four companies?

17 MR. ISAIA: Yes, I can. If you're ready. I
18 have worked for a company in Illinois called Grissitts.
19 It's G-R-I-S-S-I-T-T-S Exterior, E-X-T-E-R-I-O-R. And
20 that was in Illinois. And in Kentucky I worked for a
21 company called ABC, Alpha, Beta, Kappa, ABC Construction.
22 Once again, that was in Kentucky.

23 In Georgia I worked for a company called
24 Morning Star. That's M-O-R-N-I-N-G, S-T-A-R Restoration.
25 And I apologize. This will be the -- this is number four

1 company that I have worked for, and that's Tennessee
2 Roofing Professionals.

3 MR. WHITTINGTON: Okay. You named a Mr. Patel.
4 At any point in time did either one of you work for a
5 company called American Home Improvements?

6 MS. LAZENBY: American Shingle.

7 MR. ISAIA: I can't speak for Mr. Patel. I'm
8 not aware of him working for a company called American
9 Home Improvement, nor have I ever heard of American Home
10 Improvement, if that answers your question about me.
11 I've never heard of them or worked for them.

12 MR. WHITTINGTON: You do not know if he worked
13 for American Home Improvement or American Shield? How
14 about American Shield; have you heard that name?

15 MR. ISAIA: American Shingle? Yes, of course.
16 I have heard that name.

17 MR. CLEMENTS: Hang on a second. Did you say
18 American Shield?

19 MR. WHITTINGTON: Yes. And they are also
20 American Shingle. And we've got several of them that we
21 are concerned about.

22 MS. LAZENBY: What about American Construction
23 Specialties?

24 MR. ISAIA: I apologize, was there a question?

25 MS. LAZENBY: Yeah. American Construction

1 Specialties; is that one of your companies?

2 MR. ISAIA: That is a -- that is a company --
3 I'm, essentially, the owner of that company. I operated
4 (inaudible) for a period of (inaudible). I didn't work
5 for them. I owned it.

6 MS. LAZENBY: Do you have licenses in any
7 states?

8 MR. ISAIA: I am licensed in the state of
9 Georgia, correct.

10 MR. WHITTINGTON: What type of license do you
11 carry in Georgia?

12 MR. ISAIA: I carry a business license. Well,
13 I take that back. I don't currently carry a business
14 license in Georgia in as much as I don't operate that
15 company.

16 MR. WHITTINGTON: Okay.

17 MR. ISAIA: That company is not accepting work
18 or new business.

19 MR. WHITTINGTON: Did you ever at any point
20 carry a contractor's license with the state of Georgia?

21 MR. ISAIA: No. Because all I did in the state
22 of Georgia was roofing, and it did not -- I did not
23 require a contractor's license to install roofs in the
24 state of Georgia. There was no requirement, so I -- I
25 believe what you may be referring to is a general

1 contractor's license, and we did small residential jobs,
2 so we were not required to have a general contractor's
3 license.

4 MR. WHITTINGTON: Board, any other questions?

5 MR. CLEMENTS: If I can. This is Kirk Clements
6 again. Mr. Isaia, if you would -- and I assume the board
7 wants to hear about this -- what is your plans for moving
8 forward to address some of their concerns they have
9 expressed today?

10 MR. ISAIA: Well, for one, we -- fortunately,
11 we have interviewed and accepted the credentials of
12 another local roofer who is licensed, who has been in
13 business, who we have verified the quality of his work.
14 Therefore, we're able to produce and put on roofs much
15 faster than we were. Once again, whereas we were able to
16 do five or seven roofs a week, and it caused us a
17 backlog, we are now -- in the last week, we have been
18 able to put on 12. And that is also accounting, again,
19 for a day when we were unable to work because of a big
20 storm that came through. So essentially, two roofs a day
21 as opposed to 1.3 roofs a day.

22 But we're able to keep caught up and
23 hopefully get ahead. And we are -- we are now
24 producing -- able to put out more roofs than we accept to
25 work on. That's one of the big problems, of course, that

1 we have had, to keep up with the amount that was given to
2 us by customers. That is the number one thing we did.

3 MR. CLEMENTS: How do you feel then about, in
4 your contracts, Mr. Isaia, make (inaudible) on the time
5 period in which you will do the work? In other words, go
6 from -- I think some of your contracts were 45 days.

7 MR. ISAIA: Right.

8 MR. CLEMENTS: Is that something that you can
9 do as a company, as a whole?

10 MR. ISAIA: Yeah. We will be able to do some
11 work much faster.

12 MR. CLEMENTS: But to the point that you'll
13 change your contract, go back to the 45 days?

14 MR. ISAIA: Absolutely.

15 MR. CLEMENTS: And, of course, put in your
16 contracts that -- well, we'll talk about the legal
17 notices you need to put in there, but you certainly
18 recognize now that you can't accept more than a third,
19 whether it comes from an insurance company or it comes
20 from the homeowner?

21 MR. ISAIA: Loud and clear.

22 MR. WHITTINGTON: All right. Thank you,
23 gentlemen. The board now needs to make any
24 recommendations or motions. The chair will entertain any
25 recommendations or motions.

1 MR. MASON: Can I ask one more question?

2 MR. WHITTINGTON: Yes, you can.

3 MR. MASON: How many roofs are under contract
4 with you right now in Tennessee?

5 MR. ISAIA: I don't have the exact number. My
6 assistant again is -- unfortunately, has stepped out of
7 my office. I believe that we are backlogged about 60 or
8 70 roofs.

9 MR. MASON: Sixty to seventy roofs you're under
10 contract on now. How many of those have you accepted
11 more than 33 percent on?

12 MR. ISAIA: I wish -- I, unfortunately, cannot
13 speak with an extraordinarily high degree of accuracy to
14 that question. I would strongly suspect that probably
15 half of them or more we have accepted more than one
16 third.

17 MR. MASON: Are you still pursuing new
18 contracts while you have got this backlog?

19 MR. ISAIA: Yes, we are.

20 MR. MASON: So you're still pursuing new
21 contracts?

22 MR. ISAIA: We still have advertising, yes.

23 MR. MASON: And yet you have a backlog?

24 MR. ISAIA: And we are in -- frankly, we put
25 out nearly twice as much as we took in, in the last week,

1 because we were able to find a roofing -- a roofing
2 partner to get the roofs put on twice as fast as we take
3 them in, and that we were comfortable with, with the
4 quality of their work and their credentials.

5 MR. MASON: You said previously that you had
6 doubled your crew. When did you double your crew?

7 MR. ISAIA: Approximately ten days ago.

8 MR. MASON: Ten days ago, after you had
9 realized you were going to be appearing before this
10 board?

11 MR. ISAIA: No. I didn't realize I was going
12 to be appearing in front of this board until about four
13 days ago.

14 MR. MASON: Four days ago.

15 MS. GRAY: Well, the notice of this hearing
16 was -- it's my understanding, was served on my office of
17 the company last Saturday by FedEx overnight, so that's
18 how long a notice.

19 MR. ISAIA: I received it on Monday.

20 MS. GRAY: Okay.

21 MR. MASON: Mr. Chairman, I feel like that
22 consumers in this state are not -- they haven't gotten a
23 good deal from this company. They haven't gotten a good
24 deal on them accepting work that they can handle. They
25 have been asked to pay more than they should, and

1 anyone -- he commented many times about the volume of the
2 work they do, and yet they are ignorant of our law.
3 There's a reason for this 33 percent rule, and the reason
4 and the purpose is to protect our consumers, protect our
5 citizens from people collecting too much and then not
6 getting the work done. And that's exactly what's
7 happened here.

8 I can't -- I couldn't -- I'm not prepared to
9 agree to them continuing to accept new clients and --
10 with this kind of really, I think, gross pattern of
11 misconduct. And I'm just -- I'm very reluctant to let
12 that continue. But I'm also concerned about, you know,
13 all these people under current contract that need to have
14 a roof done, and they're still not getting it done.
15 Sixty contracts you say, and you're only getting seven to
16 ten done a week?

17 MR. ISAIA: Twelve in the last week. Two a
18 day. In the last week we had six days out of seven in
19 which we could work, and we put on two per day so...

20 MS. GRAY: And -- this is Jenny Gray. I just
21 want to --

22 MR. ISAIA: We were able to eliminate some of
23 our backlog, the amount, in six days, approximately.

24 MR. WHITTINGTON: Go ahead, Jenny.

25 MS. GRAY: I just want to remind the board --

1 and I've already said it once. I just think -- sometimes
2 I have to remind myself even, the difference between this
3 type of conference, you know, about a summary suspension,
4 and, you know, the type of hearings we have normally.
5 And I just want to, you know, read the part of the
6 statute, just to make sure everybody understands that the
7 only issue we're considering today is whether the public
8 health, safety, or welfare imperatively requires
9 emergency action by the agency or the board.

10 And I guess I just want to make sure I -- I
11 do not disagree that this company has several, you know,
12 violations, numerous violations of the home improvement
13 law, but, you know, he has appeared today and given his
14 side of the story. And whether some discipline may be
15 warranted, I just want to make sure that the board,
16 whatever decision they make, it needs to be just on that
17 issue of whether, you know, what's going on requires
18 emergency action.

19 MR. WHITTINGTON: I think that's what we're
20 trying to get to the bottom of.

21 MS. GRAY: Okay.

22 MS. DEBUSK: Thank you, Jenny, for clarifying
23 that.

24 MR. HAYES: I move we suspend their license
25 today.

1 MR. MASON: I second.

2 MS. LAZENBY: Who made that motion?

3 MR. HAYES: Jerry Hayes.

4 MS. LAZENBY: Who seconded it?

5 MR. MASON: Bill Mason.

6 MR. WHITTINGTON: Okay. I have a motion to
7 suspend their license immediately, being today. I have a
8 second. From the board only, do I have any discussion?

9 (No response.)

10 MR. WHITTINGTON: Seeing no discussion, we'll
11 begin with a roll call vote on the motion. Carolyn,
12 would you please do the roll call.

13 MS. LAZENBY: Yeah. Cindy DeBusk?

14 MS. DEBUSK: Yes.

15 MS. LAZENBY: Bill Mason?

16 MR. MASON: Yeah.

17 MS. LAZENBY: Ronnie Tickle?

18 MR. TICKLE: Yes.

19 MS. LAZENBY: Mark Brodd?

20 MR. BRODD: Yes.

21 MS. LAZENBY: Keith Whittington?

22 MR. WHITTINGTON: Yes.

23 MS. LAZENBY: Jerry Hayes?

24 MR. HAYES: Yes.

25 MS. LAZENBY: Okay. All in favor.

1 MR. WHITTINGTON: The motion carries.

2 MS. GRAY: Keith --

3 MR. WHITTINGTON: Is there any other
4 discussion?

5 MS. GRAY: Keith, if I could get a motion just
6 giving some facts about why we're suspending. We need a
7 statement of facts. You can just summarize what we've
8 talked about and what the board's discussed prior to the
9 motion.

10 MR. WHITTINGTON: The summary of facts is that
11 in order to protect the public's safety and welfare in
12 this case, this case being Timothy C. Pickel, Sr., doing
13 business as Tennessee Roofing Professionals, whereas the
14 board is concerned with the fact that the public is not
15 being properly served by an overcharging of a deposit fee
16 by failing to complete work in a timely manner, that the
17 public safety and welfare is not being met, and therefore
18 we require immediate suspension of the license.

19 MS. GRAY: Do we need a motion?

20 MS. DEBUSK: Motion.

21 BOARD MEMBER: Second.

22 MR. WHITTINGTON: I have a motion and a second
23 on the --

24 BOARD MEMBER: Finding of facts.

25 MR. WHITTINGTON: The facts. Is there any

1 discussion?

2 (No response.)

3 MR. WHITTINGTON: Seeing none, Carolyn, do a
4 roll call vote, please.

5 MS. LAZENBY: Okay. Cindy DeBusk?

6 MS. DEBUSK: Yes.

7 MS. LAZENBY: Bill Mason?

8 MR. MASON: Yeah.

9 MS. LAZENBY: Ronnie Tickle?

10 MR. TICKLE: Yes.

11 MS. LAZENBY: Mark Brodd?

12 MR. BRODD: Yes.

13 MS. LAZENBY: Keith Whittington?

14 MR. WHITTINGTON: Yes.

15 MS. LAZENBY: And Jerry Hayes?

16 MR. HAYES: Yes.

17 MR. WHITTINGTON: The motion carries. Is there
18 any other discussion for the board?

19 BOARD MEMBER: Keith, can I ask a question?

20 What is going to happen, if somebody can tell me -- and I
21 think Bill addressed this very well. These 60 people who
22 have already given their money, what is going to happen?
23 Are they going to get refunded their money, do we know,
24 or what's going to happen?

25 MR. WHITTINGTON: Well, I think it's probably

1 going to be a matter of the courts between the business.
2 They're probably going to have to go out and hire someone
3 else to do their work for them, since they're no longer
4 able to complete work in the state of Tennessee.

5 BOARD MEMBER: Okay.

6 MR. CLEMENTS: And during this process, if I
7 may speak, somebody made a motion to suspend my client's
8 license. And I -- we have not been able to address that
9 at all up until this point. I want that reflected on the
10 record. This is being done for the purposes of public
11 safety, but a board member just asked, well, what happens
12 with these 60 contracts that are out there? I mean,
13 these are --

14 BOARD MEMBER: Same thing that's been
15 happening. They're not getting done.

16 MR. CLEMENTS: Sure, they're getting done.
17 He's done 12 in the last week.

18 MR. MASON: Mr. Chairman, we have acted. I
19 don't see any --

20 MR. WHITTINGTON: There's no further discussion
21 on the matter, and the record will reflect that we did
22 allow you to attest --

23 MR. CLEMENTS: Not when the motion was made.

24 MS. GRAY: Well, Mr. Whittington, Chairman --
25 Mr. Chairman, if Mr. Isaia has something to add, I mean,

1 so be it. The motion's been made. I assume if he has
2 something more to add, I do think we have given Mr. Isaia
3 and Mr. Clements a reasonable opportunity after each case
4 was -- you know, that we're basing the suspension on.
5 You know, you gave an explanation after each case. I
6 can't -- I don't know what other, you know, opportunity
7 you would need at this point. But I think --

8 MR. CLEMENTS: Well, again, as it has been
9 addressed, there's 60 contracts out there that my client
10 is obligated under the law to address. Now, he can't.
11 And it also appears to be gotten past the board that
12 these people aren't paying the money. The insurance
13 companies are paying the money. There's a difference.

14 MR. WHITTINGTON: Not really.

15 MS. DEBUSK: Not with the law, there's not a
16 difference.

17 MR. CLEMENTS: But if you're trying to protect
18 the public and you're concerned that they're paying more
19 than 33 percent, it's coming from an insurance carrier
20 who's in the business of doing this. In effect, they are
21 not a consumer. But nonetheless, we now have 60 to 70
22 contracts out there of people in your community that
23 you're supposed to be protecting that their roof is not
24 going to get done.

25 They are going to have to back out the money

1 from the insurance company, which we all know is a
2 nightmare. We have all dealt with insurance companies.
3 And they're going to have to hire another contractor to
4 come in here and do this work.

5 I mean, I would appreciate somebody from the
6 board making a motion to allow him to not take in any
7 other work but to complete the contracts that are already
8 on the books. That seems to be the fair and prudent
9 thing to do here if you're really interested in
10 protecting the public.

11 MS. GRAY: That's just not on the table,
12 Mr. Clements. The sole issue is summary suspension. We
13 cannot do any type of conditional motion or anything with
14 his license.

15 MR. CLEMENTS: Where is that? Where is that
16 prevented?

17 MS. GRAY: It's according to the statute and
18 title 4-5-320 B, I believe. You know, just the last
19 sentence there. The sole issue is summary suspension.

20 MR. WHITTINGTON: Jenny, will there be a formal
21 hearing from this?

22 MS. GRAY: Yes.

23 MS. LAZENBY: With the owner.

24 MS. GRAY: Yes. There will be -- as soon as
25 reasonably possible, there will be a hearing.

1 MR. CLEMENTS: Ms. Gray, let me respond to
2 that. Whatever the mechanisms of this hearing,
3 certainly, my client can agree to some kind of
4 restriction on his license short of it being suspended.
5 So while that may be the only actual outcome from this
6 hearing, certainly, an agreement can be reached with
7 respect to my client's license. Meaning, he agrees to
8 it, whether it's -- can be a legal result of this
9 hearing. He can agree to it.

10 MR. ISAIA: I would just like the record to
11 reflect that we had just requested the opportunity to do
12 the right thing by the --

13 MR. CLEMENTS: This is causing more problems
14 than it's resolving.

15 MS. GRAY: Well, I think the board, at this
16 point, can make a motion to change its decision, but at
17 this point, you know, they've made their motion as a full
18 board.

19 MR. MASON: I tell you something, the reward
20 for taking in too much work and doing it in the wrong way
21 ought not to be that you can continue to get to do that.
22 And I think the board acted appropriately. And I don't
23 think -- you know, my understanding is, under a formal
24 hearing with the administrative law judge and all of
25 that, that there are options to do other things, but if

1 our options today were to let you keep going or not, then
2 I think we have made the right decision. I don't think
3 we need to really pursue it much further in my personal
4 opinion.

5 MR. CLEMENTS: What are you going to do when
6 these people call and say, our roof isn't getting done?

7 MR. MASON: Well, then you tell them that you
8 did business in an illegal and improper way, and that's
9 why it's not getting done.

10 MR. CLEMENTS: No. That's not accurate, and
11 would be a misrepresentation of what happened.

12 BOARD MEMBER: That's ridiculous.

13 MR. CLEMENTS: This commission has restricted
14 my client from doing the work that he contracted to do.
15 I mean, that's your entire complaint. I mean, that's the
16 basis of your complaint, is he's not doing what he
17 contracted to do. Now, he can't do that. How does that
18 solve the problem?

19 MR. MASON: Okay. Your client overcharged
20 these people.

21 MR. CLEMENTS: He did not overcharge them.
22 That is a misrepresentation of what happened.

23 MR. MASON: Too much money.

24 MR. CLEMENTS: Up front, yes.

25 MR. MASON: Up front. That's overcharging.

1 MR. CLEMENTS: No. That's accepting too much
2 up front.

3 MR. MASON: And I don't see why we should
4 continue to debate this with counsel.

5 MS. GRAY: Mr. Whittington, is the board -- is
6 the chair opening the board up for a motion at this point
7 or are we at a point where we are ready to close the
8 meeting?

9 MR. WHITTINGTON: Well, I was just allowing a
10 little conversation, but in my opinion, the chair is open
11 for a motion to adjourn. We have decided what we came
12 here for today, and I'm sure that everyone has plenty to
13 go do. So --

14 BOARD MEMBER: I make a motion to adjourn.

15 BOARD MEMBER: Second.

16 MR. WHITTINGTON: I have a motion and a second.
17 Do we need a roll call vote?

18 MS. GRAY: Yes. Let's do a roll call.

19 MR. WHITTINGTON: Carolyn.

20 MS. LAZENBY: Cindy DeBusk?

21 MS. DEBUSK: (Inaudible.)

22 MS. LAZENBY: Bill Mason?

23 MR. MASON: Yes.

24 MS. LAZENBY: Ronnie Tickle?

25 MR. TICKLE: Yes.

1 MS. LAZENBY: Mark Brodd?

2 MR. BRODD: Yes.

3 MS. LAZENBY: Keith Whittington?

4 MR. WHITTINGTON: Yes.

5 MS. LAZENBY: Jerry Hayes?

6 MR. HAYES: Yes.

7 MS. LAZENBY: Okay.

8 MR. WHITTINGTON: Members of the board, thank
9 you for your time, and we will -- we'd like to remember
10 the July meeting is the 25th and 26th in Nashville, and
11 then we look forward to seeing you then.

12 (End of teleconference.)

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State of Tennessee)
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County of Davidson)

I, Brittany Temples, Court Reporter, with offices in Nashville, Tennessee, hereby certify that I reported the foregoing court proceeding from an audio CD by machine shorthand to the best of my skills and abilities, and thereafter the same was reduced to typewritten form by me.

I further certify that I am not related to any of the parties named herein, nor their counsel, and have no interest, financial or otherwise, in the outcome of the proceedings.

Brittany Temples, LCR #099
Notary Public
State of Tennessee

My Commission Expires 5/25/2014