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**NEVADA STATE CONTRACTORS BOARD
2310 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074**

IN THE MATTER OF:

) Investigative Case Nos. 30006082

**LAYTON CONSTRUCTION COMPANY OF
ARIZONA, DAVID S. LAYTON,
PRESIDENT, LICENSE NUMBER 45545,**

RESPONDENT.

SETTLEMENT AGREEMENT AND ORDER

The Nevada State Contractors Board ("State Board") has filed and properly served a disciplinary complaint against Layton Construction Company of Arizona, David S. Layton, President ("Respondent") alleging violations of certain provisions of Nevada Revised Statutes (NRS) Chapter 624 and the Nevada Administrative Code (NAC) Chapter 624.

The complaint alleges two (2) violations of NRS 624.3015(3). The compliant alleges that the Respondent on or about June 19, 2007 entered into a construction contract with Bissonett Log Construction Inc, for the amount of \$363,858.00. Bissonett Log Construction Inc. did not possess a valid State of Nevada Contractors license until May 18, 2007. The complaint also alleges that the Respondent on or about March 30, 2007 entered into a construction contract with Lonsdale Construction Inc., for the amount of \$194,100.00 Lonsdale Construction did not possess a valid State of Nevada Contractors license until June 5, 2007.

Respondent Layton Construction Company of Arizona is licensed in the State of Nevada under license number 45545

The parties agree to settle the above-captioned matter in an expeditious manner, consistent with public interest, statutory requirements and the responsibilities of the State Board. This matter is settled and resolved upon the following terms;

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2 **JURISDICTION**

3 Respondent acknowledges that the State Board has jurisdiction to determine this
4 matter under the provisions of NRS Chapter 624, and the rules and regulations of the
5 State Board, NAC 624.

6 **VOLUNTARY WAIVER OF RIGHTS**

7 Respondent has knowingly and willingly represented himself in this matter. No
8 coercion has been exerted upon the Respondent, nor has any promises been made other
9 that those reflected in this Agreement. The Respondent freely and voluntarily enters into
10 this Agreement, motivated only by a desire to resolve the issues addressed herein. This
11 Settlement Agreement is a public document.

12 **RELEASE FROM LIABILITY**

13 Respondent for itself, its successors and assigns, releases and discharges the
14 State of Nevada, the Nevada State Contractors Board, legal counsel for the Board, and
15 each of their members, agents and employees in their individual and representative
16 capacities, from any and all manner of actions, causes of actions, claims and demands
17 known and unknown, in law or equity, that Respondent has or claims to have against any
18 or all of the persons or entities named in this paragraph arising out of or by reason of the
19 disciplinary action or this Settlement Agreement.

20 **AGREEMENT BETWEEN RESPONDENT AND**
21 **THE NEVADA STATE CONTRACTORS BOARD**

22 The Respondent and the Nevada State Contractors Board have entered into
23 an agreement whereby Respondent shall pay an administrative fine of \$ 10,000.00 for the
24 Bissonnett Log Construction Company contract and pay an administrative fine of
25 \$10,000.00 for the Lonsdale Construction Inc., contract.

26 The total administrative fine is \$20,000.00.

27 The Respondent shall also pay investigative costs in the amount of \$2,215.00. The
28 total amount of the administrative fines and investigative costs is \$22,215.00. Respondent

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agrees to pay the sum of \$22,215.00 to the Nevada State Contractors Board within thirty (30) days of the date of this Settlement Agreement

The execution of this Settlement Agreement by the Nevada State Contractors Board, resolves the disciplinary complaint filed against the Respondent.

Respondent Layton Construction Company of Arizona remains qualified to conduct business in the State of Nevada under license number 45545.

ACCEPTANCE OF THIS SETTLEMENT AGREEMENT

The Settlement Agreement will become effective when it has been signed by the Executive Officer of the Nevada State Contractors Board

COMPLETE AGREEMENT

This Settlement Agreement consists of three (3) pages and embodies the entire agreement between the Nevada State Contractors Board and the Respondent.

RESPONDENT

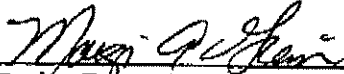
Layton Construction Company of Arizona

By: 

Its: PRESIDENT

Date: 8-11-07

Dated this 20th day of August, 2007


Margi A. Grein, Executive Officer
Nevada State Contractors Board

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**NEVADA STATE CONTRACTORS BOARD
2310 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074**

IN THE MATTER OF:) Investigative Case Nos. 30006254
BISSONETT LOG CONSTRUCTION, INC.)
ROBERT J. MATSCHINER, PRESIDENT,)
LICENSE NUMBER 68577,)
RESPONDENT.)

SETTLEMENT AGREEMENT AND ORDER

The Nevada State Contractors Board ("State Board") has filed and properly served a disciplinary complaint against Bissonett Log Construction, Inc. ("Respondent") and its President, Robert J. Matschiner, alleging violations of certain provisions of Nevada Revised Statutes (NRS) Chapter 624 and the Nevada Administrative Code (NAC) Chapter 624.

The complaint alleges one (1) violation of NRS 624.3013(5) as set forth in NRS 624.700. The complaint alleges that the Respondent on or about March 14, 2007 entered into a construction contract with Layton Construction Company of Arizona for the purpose of performing log construction and the log façade at the Cabela's construction project in the amount of \$363,858.00. Bissonett Log Construction Inc. did not possess a valid State of Nevada Contractors license until May 18, 2007.

Respondent Bissonett Log Construction Inc. is licensed in the State of Nevada under license number 68577

The parties agree to settle the above-captioned matter in an expeditious manner, consistent with public interest, statutory requirements and the responsibilities of the State Board. This matter is settled and resolved upon the following terms:

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JURISDICTION

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Respondent acknowledges that the State Board has jurisdiction to determine this matter under the provisions of NRS Chapter 624, and the rules and regulations of the State Board, NAC 624.

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VOLUNTARY WAIVER OF RIGHTS

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Respondent has consulted with counsel before entering into this agreement. No coercion has been exerted upon the Respondent, nor has any promises been made other than those reflected in this Agreement. The Respondent freely and voluntarily enters into this Agreement, motivated only by a desire to resolve the issues addressed herein. This Settlement Agreement is a public document. Respondent waives the right to a formal hearing.

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RELEASE FROM LIABILITY

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Respondent for itself, its successors and assigns, releases and discharges the State of Nevada, the Nevada State Contractors Board, legal counsel for the Board, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of actions, claims and demands known and unknown, in law or equity, that Respondent has or claims to have against any or all of the persons or entities named in this paragraph arising out of or by reason of the disciplinary action or this Settlement Agreement.

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AGREEMENT BETWEEN RESPONDENT AND

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THE NEVADA STATE CONTRACTORS BOARD

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The Respondent and the Nevada State Contractors Board have entered into an agreement whereby Respondent shall pay an administrative fine of \$5,000.00.

The Respondent shall also pay investigative costs in the amount of \$675.00. The total amount of the administrative fines and investigative costs is \$5,675.00. Respondent agrees to pay the sum of \$5,675.00 to the Nevada State Contractors Board within thirty (30) days of the date of this Settlement Agreement. If said Respondent fails to timely pay the assessed fines and cost, the Respondents license shall be automatically suspended.

1 The execution of this Settlement Agreement by the Nevada State Contractors Board,
2 resolves the disciplinary complaint filed against the Respondent.

3 Respondent Bissonett Log Construction Inc. remains qualified to conduct business
4 in the State of Nevada under license number 68577.

5 **ACCEPTANCE OF THIS SETTLEMENT AGREEMENT**

6 The Settlement Agreement will become effective when it has been signed by the
7 Executive Officer of the Nevada State Contractors Board

8 **COMPLETE AGREEMENT**

9 This Settlement Agreement consists of three (3) pages and embodies the entire
10 agreement between the Nevada State Contractors Board and the Respondent.

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12 RESPONDENT:

13 Bissonett Log Construction Inc.

14 By: *RJM*

15 Its: Robert J. Matschiner (pres.)

16 Date: 8/17/07

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18 Dated this 21 day of August, 2007

19 *Margi Grein*
20 Margi A. Grein, Executive Officer
21 Nevada State Contractors Board

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NEVADA STATE CONTRACTORS BOARD
2310 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074

IN THE MATTER OF:
LONSDALE CONSTRUCTION, INC.
GREGORY JIRIK, PRESIDENT, LICENSE
NUMBER 68706,

RESPONDENT.

) Investigative Case Nos. 30006253

SETTLEMENT AGREEMENT AND ORDER

The Nevada State Contractors Board ("State Board") has filed and properly served a disciplinary complaint against Lonsdale Construction, Inc. ("Respondent") and its President, Gregory Jirik, alleging violations of certain provisions of Nevada Revised Statutes (NRS) Chapter 624 and the Nevada Administrative Code (NAC) Chapter 624.

The complaint alleges one (1) violation of NRS 624.3013(5) as set forth in NRS 624.700. The compliant alleges that the Respondent on or about February 22, 2007 entered into a construction contract with Layton Construction Company of Arizona for the purpose of performing the erection and installation of laminated wood trusses and decking at the Cabela's construction project in the amount of \$194,100.00. Lonsdale Construction Inc. did not possess a valid State of Nevada Contractors license until June 5, 2007.

Respondent Lonsdale Construction Inc. is licensed in the State of Nevada under license number 68706

The parties agree to settle the above-captioned matter in an expeditious manner, consistent with public interest, statutory requirements and the responsibilities of the State Board. This matter is settled and resolved upon the following terms:

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JURISDICTION

6 Respondent acknowledges that the State Board has jurisdiction to determine this
7 matter under the provisions of NRS Chapter 624, and the rules and regulations of the
8 State Board, NAC 624.

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VOLUNTARY WAIVER OF RIGHTS

12 Respondent has consulted with counsel before entering into this agreement. No
13 coercion has been exerted upon the Respondent, nor has any promises been made other
14 that those reflected in this Agreement. The Respondent freely and voluntarily enters into
15 this Agreement, motivated only by a desire to resolve the issues addressed herein. This
16 Settlement Agreement is a public document. Respondent waives the right to a formal
17 hearing.

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RELEASE FROM LIABILITY

21 Respondent for itself, its successors and assigns, releases and discharges the
22 State of Nevada, the Nevada State Contractors Board, legal counsel for the Board, and
23 each of their members, agents and employees in their individual and representative
24 capacities, from any and all manner of actions, causes of actions, claims and demands
25 known and unknown, in law or equity, that Respondent has or claims to have against any
26 or all of the persons or entities named in this paragraph arising out of or by reason of the
27 disciplinary action or this Settlement Agreement.

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AGREEMENT BETWEEN RESPONDENT AND

THE NEVADA STATE CONTRACTORS BOARD

The Respondent and the Nevada State Contractors Board have entered into
an agreement whereby Respondent shall pay an administrative fine of \$5,000.00.

The Respondent shall also pay investigative costs in the amount of \$675.00. The
total amount of the administrative fines and investigative costs is \$5,675.00. Respondent
agrees to pay the sum of \$5,675.00 to the Nevada State Contractors Board within thirty
(30) days of the date of this Settlement Agreement. If said Respondent fails to timely pay
the assessed fines and cost, the Respondents license is automatically suspended.

1 The execution of this Settlement Agreement by the Nevada State Contractors Board,
2 resolves the disciplinary complaint filed against the Respondent.

3 Respondent Lonsdale Construction Inc. remains qualified to conduct business in
4 the State of Nevada under license number 68706.

5 **ACCEPTANCE OF THIS SETTLEMENT AGREEMENT**

6 The Settlement Agreement will become effective when it has been signed by the
7 Executive Officer of the Nevada State Contractors Board

8 **COMPLETE AGREEMENT**

9 This Settlement Agreement consists of three (3) pages and embodies the entire
10 agreement between the Nevada State Contractors Board and the Respondent.

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12 **RESPONDENT:**

13 Lonsdale Construction Inc.

14 By: *Greg Jirik*

15 Its: *President*

16 Date: *9/4/07*

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18 Dated this *5th* day of *September*, 2007

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20 *Margi A. Grein*
21 Margi A. Grein, Executive Officer
22 Nevada State Contractors Board
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