

**SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
BEFORE THE STATE LICENSING BOARD FOR CONTRACTORS**

In the Matter of:

**William Cribb, Jr., and Aabstract Pools and
Spas, Inc.**

License No. G-15611,

Respondent

Case No. 2006-196

OGC File No. 2007-0017

ORDER

This matter came before the Contractor's Licensing Board (the Board) for hearing on August 16, 2007, as a result of the notice to appear dated January 2, 2007, which was served upon the Respondent and filed with the Board. A quorum of the Board was present. The hearing was held pursuant to S.C. Code Ann., §§40-11-110 and -120, SC Code Ann. §40-1-70(6), Regulation 93-250, and the provisions of the Administrative Procedures Act (the APA), S.C. Code Ann. §1-23-10, *et seq.* (1976), as amended, to determine whether sanctions should be imposed upon the Respondent. The State was represented by Christa T. Bell, Assistant General Counsel. The Respondent appeared and was represented by Michael S. Chambers, Esquire.

The Respondent was charged with violation of S.C. Code Ann. §§40-11-110(A)(3) (2001) and 40-1-110(g).

Findings of Fact

Based upon the preponderance of the evidence on the whole record, the Board finds the facts of the case to be as follows:

1. The Respondent is currently licensed by the Board as a general contractor, and was so licensed at all times relevant to the issues in this matter. He is licensed with a swimming pool classification with a Group 3 license limitation of Three Hundred, Fifty Thousand Dollars (\$350,000.00) per project.
2. The Respondent has a general contracting license with the Board under the name *Aabstract Pools and Spas, Inc.*
3. On or about April 11, 2002, the Respondent entered into a contract with the Complainant, Randy Silver, to build a swimming pool at 207 Culdass Court, in Moore, South Carolina, in the amount of Sixty-Nine Thousand, Seven Hundred, Forty-two Dollars (\$69,742.00).
4. The contract's terms specified five payments, including a ten percent (10%) deposit

first three payments as scheduled. Because he thought an insufficient amount of work was done by the time the fourth payment was due, the Complainant refused to pay until the project's completion; approximately one year later, he offered to make the payment into a trust account pending the project's completion. The amount of work done at the time of each scheduled payment met the contract's specifications.

5. The contract's terms emphasized the importance of the timed payments, and explained the Respondent would cease work immediately and remove equipment should payments not be made as specified in the contract. When the Complainant told the Respondent he would make no further payments until the project's completion, the Respondent ceased work and removed the equipment.
6. At the time of the Respondent's cessation of work, the project was approximately seventy-percent (70%) complete, and the Complainant had paid Fifty-Two Thousand, Three Hundred, and Five Dollars (\$52,305.00) toward the contract price of Sixty-Nine Thousand, Seven Hundred, and Forty-Two Dollars (\$69,742.00), but had not paid some additional costs.

Conclusions of Law

Based upon careful consideration of the facts in this case, the Board finds as a matter of law that:

1. The Board has jurisdiction in this matter, and upon finding that a licensee has violated any of the provisions of S.C. Code Ann. §§40-1-110 and 40-11-110, may issue a public reprimand; revoke a license; place a licensee on probation or restrict or suspend the individual's license for a definite or indefinite time and prescribe conditions to be met during probation, restriction, or suspension including, but not limited to, satisfactory completion of additional education, or a supervisory period, or of continuing education programs; and impose the reasonable costs of the investigation and prosecution of a case. Additionally, the Board may require a licensee, certificate holder, or other entity or individual to pay a civil penalty of up to five thousand dollars for each violation.
2. The Respondent has not violated S.C. Code Ann. §40-11-110(A)(3) (2001) as he abandoned a contract or refused to perform, as provided in the contract's terms, only after the Complainant refused to make a scheduled payment(s).
3. The Respondent has not violated S.C. Code Ann. §40-1-110(g) as he abandoned a contract or refused to perform, as provided in the contract's terms, only after the Complainant refused to make a scheduled payment(s).

Now, Therefore, It is Ordered, Adjudged, and Decreed that:

This matter be dismissed.

And it is so Ordered,

Contractor's Licensing Board

By: 

Lewis M. Caswell, Chairperson

27 August, 2007.

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1. Article Addressed to:

WILLIAM CRIBB, JR
AABSTRACT POOLS & SPAS INC
207 S MAIN STREET
FOUNTAIN INN SC 29644

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