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8  
9 **BEFORE THE**  
**REGISTRAR OF CONTRACTORS**  
10 **CONTRACTORS STATE LICENSE BOARD**  
11 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:	Case No. N2020-120
14 <b>FOUR PIERS GENERAL CONTRACTOR, INC.,</b> 15 <b>DBA FOUR PIERS GENERAL</b> 16 <b>CONSTRUCTION, INC.; GILBERTO PEREZ-</b> 17 <b>PAREDES, RMO/CEO/PRES</b> 18 <b>3018 Delaware Street</b> <b>Oakland, CA 94602</b>	<b>ACCUSATION</b>
19 <b>General Building Contractor license No. 1044341</b>	
20 Respondent.	

21 **PARTIES**

22 1. Wood Robinson (Complainant) brings this Accusation solely in his official capacity  
23 as the Supervising Special Investigator I of the Contractors State License Board (Board),  
24 Department of Consumer Affairs.

25 2. On or about June 18, 2019, the Registrar of Contractors (Registrar) issued General  
26 Building Contractor License Number 1044341, Class B, to Four Piers General Contractor, Inc.,  
27 dba Four Piers General Construction, Inc. (Respondent Four Piers), Gilberto Perez-Paredes,  
28

1 RMO/CEO/Pres (Respondent Gilberto Perez-Paredes). The General Building Contractor License  
2 was in full force and effect at all times relevant to the charges brought herein and will expire on  
3 June 30, 2021, unless renewed.

#### 4 PERSONNEL OF RECORD

5 3. "Members of the personnel of record" of a corporation that holds a contractor's  
6 license is defined in Business and Professions Code (Code) section 7025 and "means every  
7 person listed in the records of the registrar as then associated with a licensee." Respondent Four  
8 Piers is a corporation organized under the laws of California, and has listed the following  
9 individuals as associated personnel, which are of record with the Board and not named as  
10 respondents herein: Liliana Tejada Gonzalez became an Officer on June 18, 2019.

#### 11 JURISDICTION

12 4. This Accusation is brought before the Registrar under the authority of the following  
13 laws. All section references are to the Business and Professions Code (Code) unless otherwise  
14 indicated.

15 5. Section 118, subdivision (b), of the Code, states:

16 The suspension, expiration, or forfeiture by operation of law of a license issued  
17 by a board in the department, or its suspension, forfeiture, or cancellation by order of  
18 the board or by order of a court of law, or its surrender without the written consent of  
19 the board, shall not, during any period in which it may be renewed, restored, reissued,  
20 or reinstated, deprive the board of its authority to institute or continue a disciplinary  
proceeding against the licensee upon any ground provided by law or to enter an order  
suspending or revoking the license or otherwise taking disciplinary action against the  
licensee on any such ground.

21 6. Section 7076.5, subdivision (h), of the Code states:

22 The inactive status of a license shall not bar any disciplinary action by the  
board against a licensee for any of the causes stated in this chapter.

23 7. Section 7090 of the Code provides, in pertinent part, that the Registrar may suspend  
24 or revoke any license or registration if the licensee or registrant is guilty of or commits any one or  
25 more of the acts or omissions constituting cause for disciplinary action.

26 8. Section 7106.5 of the Code states:

27 The expiration, cancellation, forfeiture, revocation, or suspension of a license  
28 by operation of law or by order or decision of the registrar or a court of law, or the  
voluntary surrender of a license by a licensee, shall not deprive the registrar of

1 jurisdiction to proceed with any investigation of or action or disciplinary proceeding  
2 against the license, or to render a decision suspending or revoking the license.

3 9. Section 7121.5 of the Code states:

4 A person who was the qualifying individual on a revoked license, or of a  
5 license under suspension, or of a license that was not renewed while it was under  
6 suspension, shall be prohibited from serving as an officer, director, associate, partner,  
7 manager, or qualifying individual of a licensee, whether or not the individual had  
8 knowledge of or participated in the prohibited acts or omissions for which the license  
9 was revoked, or suspended, and the employment, election, or association of that  
10 person by a licensee shall constitute grounds for disciplinary action.

### 11 STATUTORY PROVISIONS

12 10. Section 7109 of the Code states:

13 (a) A willful departure in any material respect from accepted trade standards for  
14 good and workmanlike construction constitutes a cause for disciplinary action, unless  
15 the departure was in accordance with plans and specifications prepared by or under  
16 the direct supervision of an architect.

17 (b) A willful departure from or disregard of plans or specifications in any  
18 material respect, which is prejudicial to another, without the consent of the owner or  
19 his or her duly authorized representative and without the consent of the person  
20 entitled to have the particular construction project or operation completed in  
21 accordance with such plans or specifications, constitutes a cause for disciplinary  
22 action.

23 11. Section 7110 of the Code states:

24 Willful or deliberate disregard and violation of the building laws of the state, or  
25 of any political subdivision thereof, or of Section 8550 or 8556 of this code, or of  
26 Sections 1689.5 to 1689.15, inclusive, of the Civil Code, or of the safety laws or labor  
27 laws or compensation insurance laws or Unemployment Insurance Code of the state,  
28 or of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing  
with Section 4100) of Part 1 of Division 2 of the Public Contract Code), or violation  
by any licensee of any provision of the Health and Safety Code or Water Code,  
relating to the digging, boring, or drilling of water wells, or Article 2 (commencing  
with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code,  
constitutes a cause for disciplinary action.

12. Section 7113 of the Code states:

Failure in a material respect on the part of a licensee to complete any  
construction project or operation for the price stated in the contract for such  
construction project or operation or in any modification of such contract constitutes a  
cause for disciplinary action.

13. Section 7117 of the Code states:

Acting in the capacity of a contractor under any license issued hereunder  
except: (a) in the name of the licensee as set forth upon the license, or (b) in  
accordance with the personnel of the licensee as set forth in the application for such  
license, or as later changed as provided in this chapter, constitutes a cause for  
disciplinary action.

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14. Section 7159 of the Code states:

(a)(1) This section identifies the projects for which a home improvement contract is required, outlines the contract requirements, and lists the items that shall be included in the contract, or may be provided as an attachment.

...

(5) Failure by the licensee, his or her agent or salesperson, or by a person subject to be licensed under this chapter, to provide the specified information, notices, and disclosures in the contract, or to otherwise fail to comply with any provision of this section, is cause for discipline.

(b) For purposes of this section, "home improvement contract" means an agreement, whether oral or written, or contained in one or more documents, between a contractor and an owner or between a contractor and a tenant, regardless of the number of residence or dwelling units contained in the building in which the tenant resides, if the work is to be performed in, to, or upon the residence or dwelling unit of the tenant, for the performance of a home improvement, as defined in Section 7151, and includes all labor, services, and materials to be furnished and performed thereunder, if the aggregate contract price specified in one or more improvement contracts, including all labor, services, and materials to be furnished by the contractor, exceeds five hundred dollars (\$500). "Home improvement contract" also means an agreement, whether oral or written, or contained in one or more documents, between a salesperson, whether or not he or she is a home improvement salesperson, and an owner or a tenant, regardless of the number of residence or dwelling units contained in the building in which the tenant resides, which provides for the sale, installation, or furnishing of home improvement goods or services.

(c) In addition to the specific requirements listed under this section, every home improvement contract and any person subject to licensure under this chapter or his or her agent or salesperson shall comply with all of the following:

...

(4) The contract shall include a statement that, upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

(5) A change-order form for changes or extra work shall be incorporated into the contract and shall become part of the contract only if it is in writing and signed by the parties prior to the commencement of any work covered by a change order.

(6) The contract shall contain, in close proximity to the signatures of the owner and contractor, a notice stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

...

1 (d) A home improvement contract and any changes to the contract shall be in  
2 writing and signed by the parties to the contract prior to the commencement of work  
3 covered by the contract or an applicable change order and, except as provided in  
4 paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of  
5 the following:

6 ...

7 (3) The following heading on the contract form that identifies the type of  
8 contract in at least 10-point boldface type: "Home Improvement."

9 (4) The following statement in at least 12-point boldface type: "You are entitled  
10 to a completely filled in copy of this agreement, signed by both you and the  
11 contractor, before any work may be started."

12 (5) The heading: "Contract Price," followed by the amount of the contract in  
13 dollars and cents.

14 ...

15 (7) The heading: "Description of the Project and Description of the Significant  
16 Materials to be Used and Equipment to be Installed," followed by a description of the  
17 project and a description of the significant materials to be used and equipment to be  
18 installed. For swimming pools, the project description required under this paragraph  
19 also shall include a plan and scale drawing showing the shape, size, dimensions, and  
20 the construction and equipment specifications.

21 (8) If a downpayment will be charged, the details of the downpayment shall be  
22 expressed in substantially the following form, and shall include the text of the notice  
23 as specified in subparagraph (C):

24 (A) The heading: "Downpayment."

25 (B) A space where the actual downpayment appears.

26 (C) The following statement in at least 12-point boldface type:

27 "THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF  
28 THE CONTRACT PRICE, WHICHEVER IS LESS."

(9) If payments, other than the downpayment, are to be made before the project  
is completed, the details of these payments, known as progress payments, shall be  
expressed in substantially the following form, and shall include the text of the  
statement as specified in subparagraph (C):

(A) A schedule of progress payments shall be preceded by the heading:  
"Schedule of Progress Payments."

(B) Each progress payment shall be stated in dollars and cents and specifically  
reference the amount of work or services to be performed and materials and  
equipment to be supplied.

(C) The section of the contract reserved for the progress payments shall include  
the following statement in at least 12-point boldface type:

"The schedule of progress payments must specifically describe each phase of

1 work, including the type and amount of work or services scheduled to be supplied in  
2 each phase, along with the amount of each proposed progress payment. IT IS  
3 AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR  
4 WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED.  
5 HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.”

6 (10) The contract shall address the commencement of work to be performed in  
7 substantially the following form:

8 (A) A statement that describes what constitutes substantial commencement of  
9 work under the contract.

10 (B) The heading: “Approximate Start Date.”

11 (C) The approximate date on which work will be commenced.

12 (11) The estimated completion date of the work shall be referenced in the  
13 contract in substantially the following form:

14 (A) The heading: “Approximate Completion Date.”

15 (B) The approximate date of completion.

16 (12) If applicable, the heading: “List of Documents to be Incorporated into the  
17 Contract,” followed by the list of documents incorporated into the contract.

18 (13) The heading: “Note About Extra Work and Change Orders,” followed by  
19 the following statement:

20 “Extra Work and Change Orders become part of the contract once the order is  
21 prepared in writing and signed by the parties prior to the commencement of work  
22 covered by the new change order. The order must describe the scope of the extra  
23 work or change, the cost to be added or subtracted from the contract, and the effect  
24 the order will have on the schedule of progress payments.”

25 (e) Except as provided in paragraph (8) of subdivision (a) of Section 7159.5, all  
26 of the following notices shall be provided to the owner as part of the contract form as  
27 specified or, if otherwise authorized under this subdivision, may be provided as an  
28 attachment to the contract:

(1) A notice concerning commercial general liability insurance. This notice may  
be provided as an attachment to the contract if the contract includes the following  
statement: “A notice concerning commercial general liability insurance is attached to  
this contract.” The notice shall include the heading “Commercial General Liability  
Insurance (CGL),” followed by whichever of the following statements is both  
relevant and correct:

...

(B) “(The name on the license or ‘This contractor’) carries commercial general  
liability insurance written by (the insurance company). You may call (the insurance  
company) at \_\_\_\_\_ to check the contractor’s insurance coverage.”

(C) “(The name on the license or ‘This contractor’) is self-insured.”

...

1 (2) A notice concerning workers' compensation insurance. This notice may be  
2 provided as an attachment to the contract if the contract includes the statement: "A  
3 notice concerning workers' compensation insurance is attached to this contract." The  
4 notice shall include the heading "Workers' Compensation Insurance" followed by  
5 whichever of the following statements is correct:

6 (A) "(The name on the license or 'this contractor') has no employees and is  
7 exempt from workers' compensation requirements."

8 (B) "(The name on the license or 'this contractor') carries workers'  
9 compensation insurance for all employees."

10 (3) A notice that provides the buyer with the following information about the  
11 performance of extra or change-order work:

12 (A) A statement that the buyer may not require a contractor to perform extra or  
13 change-order work without providing written authorization prior to the  
14 commencement of work covered by the new change order.

15 (B) A statement informing the buyer that extra work or a change order is not  
16 enforceable against a buyer unless the change order also identifies all of the following  
17 in writing prior to the commencement of work covered by the new change order:

18 (i) The scope of work encompassed by the order.

19 (ii) The amount to be added or subtracted from the contract.

20 (iii) The effect the order will make in the progress payments or the completion  
21 date.

22 (C) A statement informing the buyer that the contractor's failure to comply with  
23 the requirements of this paragraph does not preclude the recovery of compensation  
24 for work performed based upon legal or equitable remedies designed to prevent unjust  
25 enrichment.

26 (4) A notice with the heading "Mechanics Lien Warning" written as follows:

27 "MECHANICS LIEN WARNING:

28 Anyone who helps improve your property, but who is not paid, may record  
what is called a mechanics lien on your property. A mechanics lien is a claim, like a  
mortgage or home equity loan, made against your property and recorded with the  
county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and  
laborers who helped to improve your property may record mechanics liens and sue  
you in court to foreclose the lien. If a court finds the lien is valid, you could be forced  
to pay twice or have a court officer sell your home to pay the lien. Liens can also  
affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier  
must provide you with a document called a 'Preliminary Notice.' This notice is not a  
lien. The purpose of the notice is to let you know that the person who sends you the  
notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the

1 subcontractor starts work or the supplier provides material. This can be a big problem  
2 if you pay your contractor before you have received the Preliminary Notices.

3 You will not get Preliminary Notices from your prime contractor or from  
4 laborers who work on your project. The law assumes that you already know they are  
5 improving your property.

6 PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by  
7 getting a list from your contractor of all the subcontractors and material suppliers that  
8 work on your project. Find out from your contractor when these subcontractors  
9 started work and when these suppliers delivered goods or materials. Then wait 20  
10 days, paying attention to the Preliminary Notices you receive.

11 PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a  
12 joint check. When your contractor tells you it is time to pay for the work of a  
13 subcontractor or supplier who has provided you with a Preliminary Notice, write a  
14 joint check payable to both the contractor and the subcontractor or material supplier.

15 For other ways to prevent liens, visit CSLB's Internet Web site at  
16 www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

17 REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN  
18 PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face  
19 the forced sale of your home to pay what you owe."

20 (5) The following notice shall be provided in at least 12-point typeface:

21 "Information about the Contractors' State License Board (CSLB): CSLB is the  
22 state consumer protection agency that licenses and regulates construction contractors.

23 Contact CSLB for information about the licensed contractor you are  
24 considering, including information about disclosable complaints, disciplinary actions,  
25 and civil judgments that are reported to CSLB.

26 Use only licensed contractors. If you file a complaint against a licensed  
27 contractor within the legal deadline (usually four years), CSLB has authority to  
28 investigate the complaint. If you use an unlicensed contractor, CSLB may not be able  
to help you resolve your complaint. Your only remedy may be in civil court, and you  
may be liable for damages arising out of any injuries to the unlicensed contractor or  
the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

(6)(A) The notice set forth in subparagraph (B) and entitled "Three-Day Right  
to Cancel," shall be provided to the buyer unless the contract is:

(i) Negotiated at the contractor's place of business.

(ii) Subject to the "Seven-Day Right to Cancel," as set forth in paragraph (7).



1 (iii) Subject to licensure under the Alarm Company Act (Chapter 11.6  
2 (commencing with Section 7590)), provided the alarm company licensee complies  
3 with Sections 1689.5, 1689.6, and 1689.7 of the Civil Code, as applicable.

4 (B) "Three-Day Right to Cancel

5 You, the buyer, have the right to cancel this contract within three business days.  
6 You may cancel by emailing, mailing, faxing, or delivering a written notice to the  
7 contractor at the contractor's place of business by midnight of the third business day  
8 after you received a signed and dated copy of the contract that includes this notice.  
9 Include your name, your address, and the date you received the signed copy of the  
10 contract and this notice.

11 If you cancel, the contractor must return to you anything you paid within 10  
12 days of receiving the notice of cancellation. For your part, you must make available to  
13 the contractor at your residence, in substantially as good condition as you received  
14 them, goods delivered to you under this contract or sale. Or, you may, if you wish,  
15 comply with the contractor's instructions on how to return the goods at the  
16 contractor's expense and risk. If you do make the goods available to the contractor  
17 and the contractor does not pick them up within 20 days of the date of your notice of  
18 cancellation, you may keep them without any further obligation. If you fail to make  
19 the goods available to the contractor, or if you agree to return the goods to the  
20 contractor and fail to do so, then you remain liable for performance of all obligations  
21 under the contract."

22 **COST RECOVERY, RESTITUTION AND OTHER AUTHORITY**

23 15. Section 125.3 of the Code states, in pertinent part:

24 (a) Except as otherwise provided by law, in any order issued in resolution of a  
25 disciplinary proceeding before any board within the department or before the  
26 Osteopathic Medical Board, upon request of the entity bringing the proceeding, the  
27 administrative law judge may direct a licentiate found to have committed a violation  
28 or violations of the licensing act to pay a sum not to exceed the reasonable costs of  
the investigation and enforcement of the case.

(b) In the case of a disciplined licentiate that is a corporation or a partnership,  
the order may be made against the licensed corporate entity or licensed partnership.

...

16. Section 11519 of the Government Code states:

(a) The decision shall become effective 30 days after it is delivered or mailed to  
respondent unless: a reconsideration is ordered within that time, or the agency itself  
orders that the decision shall become effective sooner, or a stay of execution is  
granted.

(b) A stay of execution may be included in the decision or if not included  
therein may be granted by the agency at any time before the decision becomes  
effective. The stay of execution provided herein may be accompanied by an express  
condition that respondent comply with specified terms of probation provided;  
provided, however, that the terms of probation shall be just as reasonable in light of  
the findings and decision.

(c) If respondent was required to register with any public officer, a notification

1 of any suspension or revocation shall be sent to the officer after the decision has  
become effective.

2 (d) As used in subdivision (b), specified terms of probation may include an  
3 order of restitution. Where restitution is ordered and paid pursuant to the provisions  
4 of this subdivision, the amount paid shall be credited to any subsequent judgment in a  
civil action.

5 (e) The person to which the agency action is directed may not be required to  
6 comply with a decision unless the person has been served with the decision in the  
manner provided in Section 11505 or has actual knowledge of the decision.

7 (f) A nonparty may not be required to comply with a decision unless the agency  
8 has made the decision available for public inspection and copying or the nonparty has  
actual knowledge of the decision.

9 (g) This section does not preclude an agency from taking immediate action to  
10 protect the public interest in accordance with Article 13 (commencing with Section  
11460.10) of Chapter 4.5.

11 17. Section 143.5, subdivision (b), of the Code states:

12 Any board, bureau, or program within the Department of Consumer Affairs that  
13 takes disciplinary action against a licensee or licensees based on a complaint or report  
14 that has also been the subject of a civil action and that has been settled for monetary  
damages providing for full and final satisfaction of the parties may not require its  
licensee or licensees to pay any additional sums to the benefit of any plaintiff in the  
civil action.

15 18. Section 7095 of the Code states:

16 The decision may:

17 (a) Provide for the immediate complete suspension by the licensee of all  
18 operations as a contractor during the period fixed by the decision.

19 (b) Permit the licensee to complete any or all contracts shown by competent  
evidence taken at the hearing to be then uncompleted.

20 (c) Impose upon the licensee compliance with such specific conditions as may  
21 be just in connection with his operations as a contractor disclosed at the hearing and  
22 may further provide that until such conditions are complied with no application for  
restoration of the suspended or revoked licensee shall be accepted by the registrar.

23 19. Section 7097 of the Code states:

24 Notwithstanding the provisions of Sections 7121 and 7122, when any licensee  
25 has been suspended by a decision of the registrar pursuant to an accusation or  
26 pursuant to subdivision (b) of Section 7071.17, Section 7085.6 or 7090.1, any  
27 additional license issued under this chapter [the Contractors' State License Law] in  
28 the name of the licensee or for which the licensee furnished qualifying experience and  
appearance under the provisions of Section 7068, may be suspended by the registrar  
without further notice.

20. Section 7098 of the Code states:

1 Notwithstanding the provisions of Sections 7121 and 7122, when any license  
2 has been revoked under the provisions of this chapter [the Contractors' State License  
3 Law], any additional license issued under this chapter in the name of the licensee or  
4 for which the licensee furnished qualifying experience and appearance under the  
5 provisions of Section 7068, may be revoked by the registrar without further notice.

6 21. Section 7102 of the Code states:

7 After suspension of a license upon any of the grounds set forth in this chapter  
8 [the Contractors' State License Law], the registrar may reinstate the license upon  
9 proof of compliance by the contractor with all provisions of the decision as to  
10 reinstatement or, in the absence of a decision or any provisions of reinstatement, in  
11 the sound discretion of the registrar.

12 After revocation of a license upon any of the grounds set forth in this chapter,  
13 the license shall not be reinstated or reissued and a license shall not be issued to any  
14 member of the personnel of the revoked licensee found to have had knowledge of or  
15 participated in the acts or omissions constituting grounds for revocation, within a  
16 minimum period of one year and a maximum period of five years after the final  
17 decision of revocation and then only on proper showing that all loss caused by the act  
18 or omission for which the license was revoked has been fully satisfied and that all  
19 conditions imposed by the decision of revocation have been complied with.

20 The board shall promulgate regulations covering the criteria to be considered  
21 when extending the minimum one-year period. The criteria shall give due  
22 consideration to the appropriateness of the extension of time with respect to the  
23 following factors:

- 24 (a) The gravity of the violation.
- 25 (b) The history of previous violations.
- 26 (c) Criminal convictions.

27 When any loss has been reduced to a monetary obligation or debt, however, the  
28 satisfaction of the monetary obligation or debt as a prerequisite for the issuance,  
reissuance, or reinstatement of a license shall not be required to the extent the  
monetary obligation or debt was discharged in a bankruptcy proceeding. However,  
any nonmonetary condition not discharged in a bankruptcy proceeding shall be  
complied with prior to the issuance, the reissuance, or reinstatement of the license.

**BIRDSALL AVENUE PROJECT**

22 22. On or about March 8, 2019, Respondent Four Piers entered into a written contract for  
23 \$114,300.00 with homeowner C.G. to raise his home, remodel the downstairs, add a French drain,  
24 plywood and siding to his home on Birdsall Avenue, Oakland (Birdsall Avenue Project.) Verbal  
25 change orders reduced the contract price by \$17,200.00 to an adjusted total of \$97,100.00.

26 23. Homeowner C.G. paid Respondent Four Piers \$94,101.66 for work on the Birdsall  
27 Avenue Project. Due to incomplete and below industry standard work, homeowner C.G. will have  
28 to expend an excessive amount above the contract price to complete the contract.

1 24. Respondent Four Piers failed to contact USA North 811<sup>1</sup> before digging three to four  
2 feet around the perimeter of the home to raise the home and install a French drain.

3 25. Respondent Four Piers used the business name of GP General Construction on the  
4 Birdsall Avenue Project even though the business name on the license is Four Piers General  
5 Contractor Inc. doing business as Four Piers General Construction Inc.

6 **FIRST CAUSE FOR DISCIPLINE**

7 **(Departure from Accepted Trade Standards – Respondent Four Piers)**

8 26. Respondent Four Piers has subjected its license to disciplinary action under Code  
9 section 7109, subdivision (a), in that on the Birdsall Avenue Project, Respondent Four Piers  
10 willfully departed from accepted trade standards for good and workmanlike construction, in the  
11 following material respects:

- 12 a. Roof leaks where the stairs were added, and the roof was not completed.
- 13 b. Gutters not installed.
- 14 c. Window and shear plywood installation not to industry standards, including new and  
15 existing windows that were modified, flashings were damaged and incorrect, one window leaks,  
16 and shear walls were interrupted.
- 17 d. Siding not installed.
- 18 e. Attic window removed and not replaced. Attic ventilation not installed.
- 19 f. Concrete on top of French drain not installed.
- 20 g. Stairs not built to industry standards, including exterior stairs built with a gap at the wall.
- 21 h. Insulation and drywall not completed.
- 22 i. Framing not to industry standards, including blocking at rear window, interrupted wall  
23 plates, missing floor joist blocking, 6x beam not strapped, post supports on main beam have no  
24 connectors, and details shown on the plans not followed.

25 **SECOND CAUSE FOR DISCIPLINE**

26 **(Willful Disregard of Building Laws – Respondent Four Piers)**

27 <sup>1</sup> USA North 811 is a free service funded by utility companies covering Northern  
28 California and Nevada that provides underground service alerts, including locating and marking  
utility lines.

1 27. Respondent Four Piers has subjected its license to disciplinary action under Code  
2 section 7110 in that on the Birdsall Avenue Project, Respondent Four Piers willfully and/or  
3 deliberately disregarded the building laws, specifically Government Code sections 4216.2,  
4 subdivision (b) for failing to notify the appropriate regional notification center of Respondent  
5 Four Pier's intent to excavate at least two working days before beginning excavation, as set forth  
6 above.

7 **THIRD CAUSE FOR DISCIPLINE**

8 **(Failure to Complete Project for Contract Price – Respondent Four Piers)**

9 28. Respondent Four Piers has subjected its license to disciplinary action under Code  
10 section 7113, in that he failed in a material respect to complete the Birdsall Avenue Project for  
11 the contract price, and the property owner will be required to spend a substantial sum in excess of  
12 the contract price to complete the project in accordance with the project, as set forth above.

13 **FOURTH CAUSE FOR DISCIPLINE**

14 **(Acting Under a Name Not on the License – Respondent Four Piers)**

15 29. Respondent Four Piers has subjected its license to disciplinary action under Code  
16 section 7117, subdivision (a), in that Respondent Four Piers used the name GP General  
17 Construction, a name other than the name as set forth upon its license for work, on the Birdsall  
18 Avenue Project, as set forth above.

19 **FIFTH CAUSE FOR DISCIPLINE**

20 **(Failure to Comply with the Provision of the Contractors' State License Law – Respondent**  
21 **Four Piers)**

22 30. Respondent Four Piers has subjected its license to disciplinary action under Code  
23 section 7159 in that on the Birdsall Avenue Project, Respondent Four Piers did not comply with  
24 the following provisions regarding home improvement contracts:

- 25 a. Subdivision (c)(4). Failed to include a statement regarding release of mechanics' lien  
26 upon satisfactory payment being made for any portion of the work performed.
- 27 b. Subdivision (c)(5). Failed to incorporate written change or work order forms as part  
28 of the contract.

- 1 c. Subdivision (c)(6). Failed to include a notice in close proximity to the signatures of  
2 the owner and contractor, stating that the owner or tenant has the right to require the  
3 contractor to have a performance and payment bond.
- 4 d. Subdivision (d)(3). Failed to include the Home Improvement heading, in at least 10-  
5 point boldface type.
- 6 e. Subdivision (d)(4). Failed to include the following statement in at least 12-point  
7 boldface type: "You are entitled to a completely filled in copy of this agreement,  
8 signed by both you and the contractor, before any work may be started."
- 9 f. Subdivision (d)(5). Failed to include the contract price heading or amount.
- 10 g. Subdivision (d)(7). Failed to provide a description of the project and a description of  
11 the significant materials to be used and installed at the project.
- 12 h. Subdivision (d)(8)(A). Failed to include the "Down Payment" heading, in 10-point  
13 bold face type.
- 14 i. Subdivision (d)(8)(B). Failed to include the space for the actual down payment.
- 15 j. Subdivision (d)(8)(C). Failed to include a statement as to down payment limits.
- 16 k. Subdivision (d)(9)(A). Failed to include a section on the schedule of progress  
17 payments.
- 18 l. Subdivision (d)(9)(B). Failed to state each progress payment and reference the work,  
19 material or services to be performed for each payment.
- 20 m. d. Subdivision (d)(9)(C). Failed to include the necessary notice in at least 12-point  
21 boldface type, as required by law, regarding payment of work to be performed and any  
22 materials and equipment to be supplied.
- 23 n. Subdivision (d)(10)(A). Failed to include a statement that describes what constitutes  
24 substantial commencement of work under the contract.
- 25 o. Subdivision (d)(10)(B). Failed to include the heading of "Approximate State Date".
- 26 p. Subdivision (d)(10)(C). Failed to include the approximate date on which work will be  
27 commenced.
- 28

- 1 q. Subdivision (d)(11)(A). Failed to include the heading “Approximate Completion  
2 Date”.
- 3 r. Subdivision (d)(11)(B). Failed to include the approximate date of completion.
- 4 s. Subdivision (d)(12). Failed to include the required heading stating the list of  
5 documents being part of the contract.
- 6 t. Subdivision (d)(13). Failed to include the required heading and section on extra work  
7 and change orders.
- 8 u. Subdivision (e)(1). Failed to provide the required heading of “Commercial General  
9 Liability Insurance (CGL)” when used in an attachment, and part of the contract.
- 10 v. Subdivision (e)(1)(B). Failed to include a notice regarding the name and phone  
11 number of general liability insurance carrier.
- 12 w. Subdivision (e)(1)(C). Failed to include a notice that the contractor is self-insured as  
13 to general liability insurance.
- 14 x. Subdivision (e)(2)(A). Failed to include a notice that Respondent Four Piers has no  
15 employees and is exempt from workers’ compensation requirements.
- 16 y. Subdivision (e)(2)(B). Failed to include a notice as to the name of the Worker’s  
17 Compensation carrier.
- 18 z. Subdivision (e)(3)(A). Failed to include a statement that the buyer may not require a  
19 contractor to perform extra or change-order work without providing written  
20 authorization prior to the commencement of work covered by the new change order.
- 21 aa. Subdivision (e)(3)(B). Failed to include a statement that extra work or a change order  
22 is not enforceable against a buyer unless the change order identifies in writing the  
23 scope of work, the amount added or subtracted from the contract, and the effect the  
24 change order will make in progress payments or on the completion date.
- 25 bb. Subdivision (e)(3)(C). Failed to include a statement informing the buyer that the  
26 contractor’s failure to comply with the requirements of this paragraph does not  
27 preclude the recovery of compensation for work performed based upon legal or  
28 equitable remedies designed to prevent unjust enrichment.

- 1 cc. Subdivision (e)(4). Failed to provide the required heading of “Mechanics’ Lien  
2 Warning” and the language required by law.
- 3 dd. Subdivision (e)(5). Failed to provide the required notice, in at least 12-point type face  
4 print, within the contract, regarding the Contractors’ State License Board.
- 5 ee. Subdivision (e)(6)(A). Failed to provide notice of “Three-Day Right to Cancel” and  
6 the language required by law.
- 7 ff. Subdivision (e)(6)(B). Failed to include the required language of the three-day right to  
8 cancel.

9 **CAUSE FOR OTHER ACTION**

10 **(Restrictions on Qualifier – Respondent Gilberto Perez-Paredes)**

11 31. Pursuant to Code section 7121.5, if license number 1044341, issued to Respondent  
12 Four Piers is revoked or suspended, Respondent Gilberto Perez-Paredes shall be prohibited from  
13 serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee  
14 during the time the discipline is imposed, whether or not he had knowledge of or participated in  
15 the acts or omissions constituting grounds for discipline as alleged in the causes for discipline,  
16 above, and any licensee which employs, elects, or associates Respondent Gilberto Perez-Paredes  
17 other than as a bona fide nonsupervising employee shall be subject to disciplinary action.

18 **PRAYER**

19 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
20 and that following the hearing, the Registrar issue a decision:

- 21 1. Ordering the revocation or suspension of Contractor’s License Number 1044341  
22 issued to Respondent Four Piers, pursuant to Code section 7090;
- 23 2. Ordering restitution of all damages according to proof suffered by C.G. as a condition  
24 of probation in the event probation is ordered for Respondent Four Piers, pursuant to Government  
25 Code section 11519, subdivision (d);
- 26 3. Ordering Respondent Four Piers to pay the Registrar costs for the investigation and  
27 enforcement of the case according to proof at the hearing, pursuant to Code section 125.3;
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4. Ordering Respondent Four Piers to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each, pursuant to Code section 7095;

5. Ordering that Respondent Gilberto Perez-Paredes is prohibited from serving as an officer, director, associate, partner, manager or qualifying individual of a licensee, pursuant to Code section 7121.5;

6. Taking such other and further action deemed proper.

DATED: 2/10/21

  
WOOD ROBINSON  
Supervising Special Investigator I  
Contractors State License Board  
Department of Consumer Affairs  
State of California  
*Complainant*  


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