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

12 In the Matter of the Accusation Against:

Case No. N2009-425

13 **PACIFIC HOME REMODELING, INC.,**
12658 W. Washington Blvd.
14 Los Angeles, CA 90066

A C C U S A T I O N

15 **NOAM MAOR, RMO**
YORAM HAKIMI, CEO/PRES

16 **Contractor's License No. 768166, B**

17 **Affiliated License**

18 **HOMESTAR BUILDERS INC.**
19 12658 W. Washington Blvd.
20 Los Angeles, CA 90066

21 **NOAM MAOR, RMO**
YORAM HAKIMI, CEO/PRES

22 **Contractor's License No. 808104, B**

23 Respondents.
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1 Complainant alleges:

2 **PARTIES**

3 1. Wood Robinson (Complainant) brings this Accusation solely in his official capacity
4 as the Enforcement Supervisor I of the Contractors' State License Board, Department of
5 Consumer Affairs.

6 2. On or about September 2, 1999, the Registrar of Contractors issued Contractor's
7 License Number 768166, classification B (general contractor), to Pacific Home Remodeling, Inc.
8 ("Respondent") with Noam Maor as Responsible Managing Officer, and Yoram Hakimi as
9 CEO/PRES. The license was in full force and effect at all times relevant to the charges brought
10 herein and will expire on September 30, 2011, unless renewed.

11 3. On or about May 15, 2002, the Registrar of Contractors issued Contractor's License
12 Number 808104, classification B (general contractor), to Homestar Builders, Inc., with Noam
13 Maor as Responsible Managing Officer, and Yoram Hakimi as CEO/PRES. The license was in
14 full force and effect at all times relevant to the charges brought herein and will expire on May 31,
15 2012, unless renewed.

16 **JURISDICTION**

17 4. This Accusation is brought before the Registrar of Contractors (Registrar) for the
18 Contractors' State License Board, Department of Consumer Affairs, under the authority of the
19 following laws. All section references are to the Business and Professions Code unless otherwise
20 indicated.

21 5. Section 7076.5 of the Code provides, in pertinent part, that the inactive status of a
22 license shall not bar any disciplinary action for violating provisions of the Contractors' State
23 License Law (Bus. & Prof. Code, § 7000, et seq.).

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

27 7. Code section 7095 provides, in pertinent part, that the Registrar in making his order
28 may:

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

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

5 (c) Impose upon the licensee compliance with such specific conditions as may be just in
6 connection with its operations as a contractor disclosed at the hearing, and may further provide
7 that until such conditions are complied with, no application for restoration of the suspended or
8 revoked licensee shall be accepted by the Registrar.

9 8. Code section 7096 states:

10 "For the purpose of this chapter, the term 'licensee' shall include an individual,
11 copartnership, corporation, or any combination or organization licensed under this chapter, and
12 shall also include any named responsible managing officer or member of the personnel of such
13 licentiate whose appearance has qualified the licentiate under the provisions of Section 7068."

14 9. Code section 7097 states:

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

21 10. Code section 7098 states:

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

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1 11. Code section 7106.5 states, in pertinent part, that the expiration, cancellation,
2 forfeiture, or suspension of a license by operation of law, or by order or decision of the Registrar
3 or a court of law, or the voluntary surrender of the license shall not deprive the Registrar of
4 jurisdiction to proceed with disciplinary action.

5 12. Section 118(b) of the Code provides, in pertinent part, that the expiration of a license
6 shall not deprive the Registrar of jurisdiction to proceed with a disciplinary action during the
7 period within which the license may be renewed, restored, reissued or reinstated. Under Code
8 section 7076.1, the Registrar may reinstate a cancelled license if the licensee pays all of the fees
9 and meets all of the qualifications and requirements for obtaining an original license.

10 13. Code section 7121 states:

11 “Any person who has been denied a license for a reason other than failure to document
12 sufficient satisfactory experience for a supplemental classification for an existing license, or who
13 has had his or her license revoked, or whose license is under suspension, or who has failed to
14 renew his or her license while it was under suspension, or who has been a member, officer,
15 director, or associate of any partnership, corporation, firm, or association whose application for a
16 license has been denied for a reason other than failure to document sufficient satisfactory
17 experience for a supplemental classification for an existing license, or whose license has been
18 revoked, or whose license is under suspension, or who has failed to renew a license while it was
19 under suspension, and while acting as a member, officer, director, or associate had knowledge of
20 or participated in any of the prohibited acts for which the license was denied, suspended, or
21 revoked, shall be prohibited from serving as an officer, director, associate, partner, or qualifying
22 individual of a licensee, and the employment, election, or association of this type of person by a
23 licensee in any capacity other than as a non-supervising bona fide employee shall constitute
24 grounds for disciplinary action.”

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1 14. Code section 7121.5 states:

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

8 15. Code section 7122.5 states:

9 "The performance by any individual, partnership, corporation, firm, or association of any
10 act or omission constituting a cause for disciplinary action, likewise constitutes a cause for
11 disciplinary action against any licensee who at the time such act or omission occurred was the
12 responsible managing employee, qualifying partner, responsible managing officer, or qualifying
13 member of such individual, partnership, corporation, firm or association, whether or not he had
14 knowledge of or participated in the prohibited act or omission."

15 **STATUTORY PROVISIONS**

16 16. Code section 7071.13 states that "[a]ny reference by a contractor in his advertising,
17 soliciting, or other presentments to the public to any bond required to be filed pursuant to this
18 chapter is a ground for the suspension of the license of such contractor."

19 17. Code section 7107 of the Code states that "[a]bandonment without legal excuse of
20 any construction project or operation engaged in or undertaken by the licensee as a contractor
21 constitutes a cause for disciplinary action."

22 18. Section 7109 of the Code states:

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

27 "(b) A willful departure from or disregard of plans or specifications in any material respect,
28 which is prejudicial to another, without the consent of the owner or his or her duly authorized

1 representative and without the consent of the person entitled to have the particular construction
2 project or operation completed in accordance with such plans or specifications, constitutes a
3 cause for disciplinary action."

4 19. Section 7110 of the Code states:

5 "Willful or deliberate disregard and violation of the building laws of the state, or of any
6 political subdivision thereof, or of Section 8505 or 8556 of this code, or of Sections 1689.5 to
7 1689.8, inclusive, or Sections 1689.10 to 1689.13, inclusive, of the Civil Code, or of the safety
8 laws or labor laws or compensation insurance laws or Unemployment Insurance Code of the state,
9 or violation by any licensee of any provision of the Health and Safety Code or Water Code,
10 relating to the digging, boring, or drilling of water wells, or Article 2 (commencing with Section
11 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code, constitutes a cause for
12 disciplinary action."

13 20. Code section 7113 of the Code states that "[f]ailure in a material respect on the part of
14 a licensee to complete any construction project or operation for the price stated in the contract for
15 such construction project or operation or in any modification of such contract constitutes a cause
16 for disciplinary action."

17 21. Code section 7116 states that "[t]he doing of any willful or fraudulent act by the
18 licensee as a contractor in consequence of which another is substantially injured constitutes a
19 cause for disciplinary action."

20 22. Code section 7154 states that "[a] home improvement contractor who employs a
21 person to sell home improvement contracts while such person is not registered by the registrar as
22 a home improvement salesman as provided in this Article is subject to disciplinary action by the
23 registrar."

24 23. Code section 7159 states, in pertinent part:

25 "....

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

1 “... ”

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

5 “... ”

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

10 “... ”

11 “(10) The contract shall address the commencement of work to be performed in
12 substantially the following form:

13 “... ”

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

15 “... ”

16 “(11) The estimated completion date of the work shall be referenced in the contract in
17 substantially the following form:

18 “... ”

19 “(B) The approximate date of completion.

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

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

28

1 “(A) “(The name of the license or ‘This contractor’) does not carry commercial general
2 liability insurance.”

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

6 “(C) (The name of the licensee or ‘This contractor’) is self-insured.

7 “(e)(2) A notice concerning workers’ compensation insurance. This notice may be
8 provided as an attachment to the contract if the contract includes the statement: “A notice
9 concerning workers’ compensation insurance is attached to this contract.” The notice shall
10 include the heading “Workers’ Compensation Insurance” followed by whichever of the following
11 statements is correct:

12 “(A) (The name on the license or ‘This contractor’) has no employees and is exempt from
13 worker’s compensation requirements.”

14 “(B) (The name on the license or ‘This contractor’) carries workers’ compensation
15 insurance for all employees.”

16 “(e)(3) A notice that provides the buyer with the following information about the
17 performance of extra or change-order work:

18 “(A) A statement that the buyer may not require a contractor to perform extra or change-
19 order work without providing written authorization prior to the commencement of any work
20 covered by the new change order.

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

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

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

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

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1 “(C) A statement informing that the contractor’s failure to comply with the requirements of
2 this paragraph does not preclude the recovery of compensation for work performed based upon
3 legal or equitable remedies designed to prevent unjust enrichment.

4 “(e)(4) A notice with the heading “Mechanics’ Lien Warning” written as follows:

5 “MECHANICS’ LIEN WARNING:

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

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

13 “To preserve their right to record a lien, each subcontractor and material supplier must
14 provide you with a document called a ‘20-day Preliminary Notice.’ This notice is not a lien. The
15 purpose of the notice is to let you know that the person who sends you the notice has the right to
16 record a lien on your property if he or she is not paid.

17 “BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor
18 starts work or the supplier provides material. This can be a big problem if you pay your
19 contractor before you have received the Preliminary Notices.

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

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

27 “PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check.
28 When your contractor tells you it is time to pay for the work of a subcontractor or supplier who

1 has provided you with a Preliminary Notice, write a joint check payable to both the contractor
2 and the subcontractor or material supplier.

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

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

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

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

11 "Contact CSLB for information about the licensed contractor you are considering, including
12 information about disclosable complaints, disciplinary actions, and civil judgments that are
13 reported to CSLB.

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

19 "For more information:

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

21 "Call CSLB at 800-321-CSLB (2752)

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

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

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

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

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1 “(iii) Subject to licensure under the Alarm Company Act (Chapter 11.6 (commencing with
2 Section 7590)), provided the alarm company licensee complies with Sections 1689.5, 1689.6, and
3 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. You may
6 cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the
7 contractor's place of business by midnight of the third business day after you received a signed
8 and dated copy of the contract that includes this notice. Include your name, your address, and the
9 date you received the signed copy of the contract and this notice.

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

19 “(C) The "Three-Day Right to Cancel" notice required by this paragraph shall comply with
20 all of the following:

21 “(i) The text of the notice is at least 12-point boldface type.

22 “(ii) The notice is in immediate proximity to a space reserved for the owner's signature.

23 “(iii) The owner acknowledges receipt of the notice by signing and dating the notice form
24 in the signature space.

25 “(iii) The notice is written in the same language, e.g., Spanish, as that principally used in
26 any oral sales presentation.

27 “(v) The notice may be attached to the contract if the contract includes, in at least 12-point
28 boldface type, a checkbox with the following statement: "The law requires that the contractor

1 give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given
2 you a "Notice of the Three-Day Right to Cancel."

3 "(vi) The notice shall be accompanied by a completed form in duplicate, captioned "Notice
4 of Cancellation," which also shall be attached to the agreement or offer to purchase and be easily
5 detachable, and which shall contain the following statement written in the same language, e.g.,
6 Spanish, as used in the contract:

7 "Notice of Cancellation"

8 /enter date of transaction/
9 _____

10 (Date)

11 "You may cancel this transaction, without any penalty or obligation, within three business
12 days from the above date. If you cancel, any property traded in, any payments made by you
13 under the contract or sale, and any negotiable instrument executed by you will be returned within
14 10 days following receipt by the seller of your cancellation notice, and any security interest
15 arising out of the transaction will be canceled.

16 "If you cancel, you must make available to the seller at your residence, in substantially as
17 good condition as when received, any goods delivered to you under this contract or sale, or you
18 may, if you wish, comply with the instructions of the seller regarding the return shipment of the
19 goods at the seller's expense and risk.

20 "If you do make the goods available to the seller and the seller does not pick them up within
21 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without
22 any further obligation. If you fail to make the goods available to the seller, or if you agree to
23 return the goods to the seller and fail to do so, then you remain liable for performance of all
24 obligations under the contract."

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1 "To cancel this transaction, mail or deliver a signed and dated copy of this cancellation
2 notice, or any other written notice, or send a telegram to _____,
3 /name of seller/
4 at _____
5 /address of seller's place of business/
6 not later than midnight of _____.
7 (Date)

8 "I hereby cancel this transaction. _____
9 (Date)

10 _____
11 (Buyer's signature)

12 24. Code section 7159.5, states, in pertinent part:

13 "This section applies to all home improvement contracts, as defined in Section 7151.2,
14 between an owner or tenant and a contractor, whether a general contractor or a specialty
15 contractor, who is licensed or subject to be licensed pursuant to this chapter with regard to the
16 transaction.

17 "(a) Failure by the licensee or a person subject to be licensed under this chapter, or by his
18 or her agent or salesperson to comply with the following provisions is cause for discipline.

19 ". . . .

20 "(3) If a downpayment will be charged, the downpayment may not exceed one thousand
21 dollars (\$1,000) or 10 percent of the contract amount, whichever is less.

22 ". . . .

23 "(5) Except for a down payment, the contractor may neither request nor accept payment
24 that exceeds the value of the work performed or material delivered.

25 ". . . .

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1 **COST RECOVERY**

2 25. Section 125.3 of the Code provides, in pertinent part, that the Registrar may request
3 the administrative law judge to direct a licentiate found to have committed a violation or
4 violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation
5 and enforcement of the case.

6 26. Section 11519, subdivision (d) of the Government Code states, in pertinent part, that
7 the Registrar may require restitution of damages suffered as a condition of probation in the event
8 probation is ordered.

9 **SERVI PROJECT**

10 27. On May 30, 2006, Melvin Servi entered into a written contract with Danny Almog, an
11 unregistered salesman working for Respondent, to provide and install fourteen (14) new windows
12 and a slider at Servi's residence located at 1564 Candor Street in Encinitas(Servi project), in the
13 amount of \$17,140. The windows to be installed were to be "new construction" (nail-fin)
14 windows because of moisture problems, which would require existing frames to be removed, with
15 the exception of two windows, on either side of the fireplace, which would be retro-fit windows,
16 to avoid the necessity of removing the frames of those two windows to prevent damage to the
17 brick. Respondent claimed to be licensed to install new construction windows (unlike other
18 contractors interviewed by Servi who declined the job because they were only licensed to install
19 retro-fit windows). Servi paid Respondent considerably more for nail-fin windows.

20 28. The windows were ordered, delivered, and installed within three weeks of the signing
21 of the contract. Respondent delivered and installed retro-fit windows instead of the agreed new
22 construction (nail-fin) windows. Respondent inappropriately removed existing window frames,
23 which should have stayed in place if he was installing retro-fit windows and should have only
24 been removed if new construction (nail fin) windows were installed.

25 29. After Servi complained to Respondent that the wrong type of windows had been
26 delivered and improperly installed, Respondent wrote up an addendum agreeing to reorder and
27 install "stucco-fin" windows. The second set of windows that were delivered and partially
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1 installed were also retro-fit, still the wrong type of window, just a different style than the first set
2 of installed retro-fit windows. The second set was not only the wrong type of window, but were
3 also improperly installed as the existing window frames had been removed.

4 30. Servi went to the City of Encinitas and found that the work required a permit, which
5 Respondent failed to pull. Servi also hired a licensed contractor to inspect the windows and write
6 up a report and recommendations for repair. The licensed contractor initially recommended that
7 all of the windows be removed, discarded and replaced with new construction windows because
8 the window frames had been removed by Respondent. The licensed contractor offered an
9 alternative repair recommendation wherein the second set of retro-fit windows could be used if
10 the flashing system was carefully "re-built" using milcore and following the licensed contractor's
11 specific instructions. Respondent agreed to the alternative repair recommendation, pulled a
12 permit and began the installation process; however, Respondent failed to follow the instructions
13 of the licensed contractor hired by Servi and, consequently, the partial window installation failed
14 the City inspection as the windows were not properly flashed. After the failed inspection,
15 Respondent told Servi that he was not going to install the windows, to find someone else to do the
16 work, and Respondent agreed to pay to have someone else install the windows and fix the stucco
17 and lath. Servi obtained estimates and faxed them to Respondent. Respondent reneged on his
18 offer and refused to pay.

19 31. Servi paid Respondent a total of \$7,856, and paid the licensed contractor Servi hired
20 to inspect the project \$1,200. On or about June 30, 2009, a Board industry expert inspected the
21 Servi project and found that the work performed by Respondent deviated from accepted trade
22 standards and opined that it would cost Servi \$26,550 to correct and complete the project begun
23 and abandoned by Respondent.

24 **FIRST CAUSE FOR DISCIPLINE**

25 **(Abandonment)**

26 32. Respondent has subjected its contractor's licenses to disciplinary action under Code
27 section 7107, in that Respondent abandoned the Servi project without legal excuse, by failing to
28

1 correct and complete the Servi project, after having received a \$1,000 deposit, and \$6,856
2 towards the \$17,140 contract.

3 **SECOND CAUSE FOR DISCIPLINE**

4 **(Departure from Accepted Trade Practices)**

5 33. Respondent has subjected its contractor's licenses to disciplinary action under Code
6 section 7109, subdivision (a), in that on the Servi project, Respondent willfully departed from
7 accepted trade standards for good and workmanlike construction in the following respects:

- 8 a. Respondent failed to provide and install nail-fin windows per the contract.
- 9 b. Respondent failed to install provide and install the right size sliding glass door.
- 10 c. Respondent failed to install the right type of window and installed retrofit type
11 windows that were not to code, as they were not properly integrated into the existing weather
12 barrier with flashing and foam.
- 13 d. Respondent installed several windows that were not set plumb and square.
- 14 e. Respondent improperly cut stucco leaving a straight edge rather than a broken
15 and uneven edge, which is required to ensure good bonding of patch.
- 16 f. Respondent provided flashing paper and weather barrier which was cut and
17 damaged during the removal and installation of windows.
- 18 g. Respondent failed to install the right size kitchen window. The new kitchen
19 window is smaller than the original window and existing drywall and tile were not patched to
20 meet edge of window.
- 21 h. Respondent failed to protect existing tile around the kitchen window, and failed
22 to match and replace broken tile.
- 23 i. Respondent failed to protect existing finishes from damage or repair as
24 necessary and damaged brick interior finish.
- 25 j. Respondent failed to provide proper sealant joint at window and improperly
26 attempted to create sealant joint by using casing bead and caulk. Casing bead is not a flashing
27 and the manufacturer does not recommend use of retrofit windows in new installations.

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THIRD CAUSE FOR DISCIPLINE

(Breach of Contract)

34. Respondent has subjected its contractor's licenses to disciplinary action under code section 7113, in that Respondent failed in a material respect to complete the Servi window replacement construction project for the price stated on the contract, and in fact, accepted \$7,856 from Servi and never corrected and completed the work.

FOURTH CAUSE FOR DISCIPLINE

(Failed to Obtain Building Permits)

35. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7110, in that on the Servi project, Respondent willfully and deliberately disregarded City of Encinitas, California, Building laws, by failing to obtain a building permit prior to the commencement of the project.

FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

36. Respondent has subjected its contractor's licenses to disciplinary action under code section 7154, in that Respondent employed an unregistered salesperson, Danny Almog, to sell Servi the home improvement contract on behalf of Respondent.

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SIXTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

37. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159, in that on the Servi project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (c)(6): Respondent failed to include in the contract, 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.

b. Subdivision (d)(10): Respondent failed to include in the contract what constitutes substantial commencement of work under the contract.

1 c. Subdivision (e)(1): Respondent failed to include in the contract a notice concerning
2 commercial general liability insurance.

3 d. Subdivision(e)(2): Respondent failed to include in the contract a notice concerning
4 workers' compensation insurance.

5 e. Subdivision (e)(3): Respondent failed to provide notices regarding the performance
6 of extra or change order work.

7 f. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien
8 warning.

9 **SEVENTH CAUSE FOR DISCIPLINE**

10 **(Failure to Comply with the Home Improvement Contract Requirements)**

11 38. Respondent has subjected its contractor's licenses to disciplinary action under Code
12 section 7159.5, in that on the Servi project, Respondent failed to comply with the provisions of
13 that Code, as follows:

14 a. Subdivision (a)(5): The contract called for a 10% down payment, 40% upon
15 measuring, 40% upon delivery of materials, and 10% upon completion. When Respondent
16 abandoned the Servi project, Respondent had received a total of \$7,856, that sum being in excess
17 of the value of the work performed or material delivered.

18 **SANDOVAL PROJECT**

19 39. On October 20, 2009, Ruben Sandoval entered into a written contract with Nick
20 Ashnalikyan, a marketing manager for Respondent who was not registered as a home
21 improvement, to apply Tex-Cote exterior coating and paint at Sandoval's residence located at
22 1255 Kelley Avenue in Corona in the amount of \$17,166.00. Sandoval paid \$1,000.00 as a down
23 payment, \$5,149.00 when measurements were taken, and \$11,017.00 as the balance.

24 40. Respondent worked on the project from December 15, 2009, to December 19, 2009.
25 Respondent had Sandoval sign papers that stated the worked was completed and Sandoval paid
26 Respondent the balance of the contract. Afterwards, Sandoval noticed the texture did not look
27 correct and called Respondent to fix it. He had to call Tex-Cote, the paint manufacturer, who told
28 him the paint was applied incorrectly. They called Respondent and Respondent came back to

1 repaint it on or about May 1, 2010. Respondent was supposed to return to reapply primer to the
2 eaves, complete the final cut-in work on the fascia, and finish the project.

3 41. Respondent then had Sandoval sign a document in June 2010 to allow them to return
4 and finish the project in accordance with the manufacturer's specification; Respondent in fact
5 never returned. As a result of Respondent's conduct, the eaves need to be re-primed and
6 repainted, the paint is peeling, there is overspray on the fascia and eaves, the garage door needs to
7 be re-primed and repainted, and the exterior door trim is substandard. Sandoval has or will incur
8 a financial loss of \$5,675.00 in order to correct the project.

9 **EIGHTH CAUSE FOR DISCIPLINE**

10 **(Abandonment)**

11 42. Respondent has subjected its contractor's licenses to disciplinary action under Code
12 section 7107, in that Respondent abandoned the Sandoval project without legal excuse, by failing
13 to complete the painting of the eaves by applying a primer and finish coat on the fascia boards and
14 wood trim; and by failing to complete the final cut-in work on the fascia.

15 **NINTH CAUSE FOR DISCIPLINE**

16 **(Departure From Accepted Trade Standards)**

17 43. Respondent has subjected its contractor's licenses to disciplinary action under Code
18 section 7109, subdivision (a), in that on the Sandoval project, Respondent willfully departed from
19 accepted trade standards for good and workmanlike construction in the following respects:

20 a. Respondent installed a warped piece of casing on the right side of the front entry
21 door, which has to be removed and replaced because millwork should be installed straight and
22 true.

23 b. Respondent painted the gas meter and non-owned items like utility meters that should
24 not be painted without the utility company's consent so that the paint on these items must now be
25 cleaned and repainted pursuant to the utility and gas company's specifications.

26 c. Respondent failed to thoroughly prepare and caulk all exterior woodwork before
27 beginning to paint.

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1 d. Respondent did not caulk and seal the exterior wood trim above and around the rear
2 sliding glass door.

3 **TENTH CAUSE FOR DISCIPLINE**

4 **(Breach of Contract)**

5 44. Respondent has subjected its contractor's licenses to disciplinary action under Code
6 section 7113, in that Respondent failed in a material respect to complete the Sandoval exterior
7 painting project for the price stated on the contract, and in fact, \$17,166.00 from Sandoval and
8 never corrected and completed the work. Sandoval will have to secure the services of other
9 contractors to correct the work at \$5,675.00 more than the contract price.

10 **ELEVENTH CAUSE FOR DISCIPLINE**

11 **(Employed Unregistered Salesperson)**

12 45. Respondent has subjected its contractor's licenses to disciplinary action under Code
13 section 7154, in that Respondent employed an unregistered salesperson, Nick Ashnalikyan, to sell
14 Sandoval the home improvement contract on behalf of Respondent.

15 **TWELFTH CAUSE FOR DISCIPLINE**

16 **(Violations of the Home Improvement Contract Form)**

17 46. Respondent has subjected its contractor's licenses to disciplinary action under Code
18 section 7159, in that on the Sandoval project, Respondent failed to comply with the provisions of
19 that Code, as follows:

20 a. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12
21 point font information about the Contractors' State License Board.

22 **LOVE PROJECT**

23 47. On November 24, 2009, Angela Love entered into a contract with Danny Olson, a
24 salesperson for Respondent, to install a front door with a screen door and a garage door with
25 opener at her residence at her residence located at 9946 Columbus Avenues in Mission Hills in
26 the amount of \$5,583.00. Respondent promised orally to have the project done by Christmas.
27 Later, they agreed to install a wood railing at the front entrance as well.

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1 **SEVENTEENTH CAUSE FOR DISCIPLINE**

2 **(Abandonment)**

3 54. Respondent has subjected its contractor's licenses to disciplinary action under Code
4 section 7107, in that Respondent abandoned the Samuels project without legal excuse, by failing
5 to correct and complete the Samuels project, after having received a \$500.00 deposit, and
6 \$1,500.00 towards the \$8,500.00 contract.

7 **EIGHTEENTH CAUSE FOR DISCIPLINE**

8 **(Breach of Contract)**

9 55. Respondent has subjected its contractor's licenses to disciplinary action under code
10 section 7113, in that Respondent failed in a material respect to complete the Samuels roofing
11 construction project for the price stated on the contract after accepting the down payment and
12 may have to spend more money above the contract price to complete the project.

13 **NINETEENTH CAUSE FOR DISCIPLINE**

14 **(Failed to Obtain Building Permits)**

15 56. Respondent has subjected its contractor's licenses to disciplinary action under Code
16 section 7110, in that on the Samuels project, Respondent willfully and deliberately disregarded
17 City of Oceanside, California, building laws, including City Ordinance 096-16, by failing to
18 obtain a permit prior to the commencement of the project.

19 **TWENTIETH CAUSE FOR DISCIPLINE**

20 **(Employed Unregistered Salesperson)**

21 57. Respondent has subjected its contractor's licenses to disciplinary action under Code
22 section 7154, in that Respondent employed an unregistered salesperson, Karl Vogel, to sell
23 Samuels the home improvement contracts on behalf of Respondent.

24 **MAURI PROJECT**

25 58. On August 31, 2009, Joseph and Joan Mauri entered into a written contract with Peter
26 Stern, who represented himself as a salesperson for Respondent, to install a solar energy system
27 for \$49,418.00 at their residence located at 205 White Horse Lane in Fallbrook. On that day,
28 Respondent was paid a down payment of \$1,000.00. On September 1, 2009, Respondent charged

1 the Mauris \$10,000.00 on their credit card, increasing the total payments to Respondent to
2 \$11,000.00. No material was delivered and the only service Respondent had performed was the
3 measurements.

4 59. On September 1, 2009, the Mauris told the salesperson they wanted to cancel the
5 contract because they felt they were subjected to a high pressure sales technique. About a month
6 later, Respondent called the Mauris to schedule the installation but they reminded Respondent
7 they had timely cancelled. The Mauris disputed the \$10,000.00 charge made and it was
8 eventually refunded back to them but not before the Mauris hired an attorney to send letters to
9 Respondent to get their money back. The Mauris incurred approximately \$2,000 in attorney's
10 fees.

11 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

12 **(Willful or Fraudulent Injury)**

13 60. Respondent has subjected its contractor's licenses to disciplinary action under Code
14 section 7116, in that Respondent willfully took a substantial deposit, did not buy any materials for
15 the Mauri project, and failed to return the deposit upon the Mauris' timely cancellation of the
16 contract.

17 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

18 **(Violations of the Home Improvement Contract Form)**

19 61. Respondent has subjected its contractor's licenses to disciplinary action under Code
20 section 7159, in that on the Mauri project, Respondent failed to comply with the provisions of
21 that Code, as follows:

22 a. Subdivision (e)(6)(A): Respondent failed to include in the contract properly the
23 notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of
24 the statute.

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TWENTY-THIRD CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

62. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Mauri project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(3): The Mauris were charged \$10,000.00 one day after the contract was signed.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Reference to Bond in Advertising)

63. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7071.13, in that on the Mauri project, Respondent made a reference to a bond in its advertising, soliciting, or presentment to the Mauris in the contract.

THOMAS PROJECT

64. On March 29, 2009, Connye Thomas entered into a written contract with Edan Cohen, an unregistered salesperson for Respondent, to paint the exterior of her residence and ten interior cabinets and stucco the garage at 3519 South Sycamore Avenue in Los Angeles for \$12,978.00. Respondent was paid a deposit of \$1,000.00 and also asked for a post-dated check (April 3, 2009) for \$3,893.00.

65. Work began on April 8, 2009. Although the exterior painting and stucco were completed, the painting of the interior cabinets was not. Respondent had been paid \$4,893.00, leaving a balance of \$8,085.00.

TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

66. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Edan Cohen, to sell Thomas the home improvement contract on behalf of Respondent.

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1 **TWENTY-SIXTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Home Improvement Contract Form)**

3 67. Respondent has subjected its contractor's licenses to disciplinary action under Code
4 section 7159, in that on the Thomas project, Respondent failed to comply with the provisions of
5 that Code, as follows:

6 a. Subdivision (e)(6)(A): Respondent failed to include in the contract properly the
7 notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of
8 the statute.

9 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

10 **(Failure to Comply with the Home Improvement Contract Requirements)**

11 68. Respondent has subjected its contractor's licenses to disciplinary action under Code
12 section 7159.5, in that on the Thomas project, Respondent failed to comply with the provisions of
13 that Code, as follows:

14 a. Subdivision (a)(5): Respondent was paid \$1,000.00 on March 29, 2009, and received
15 a post-dated check for \$3,893.00 so that a total payment exceeding \$1,000.00 was received before
16 work was performed or materials were delivered.

17 **TERRIO PROJECT**

18 69. On March 2, 2009, Robert Terrio entered into a contract with Sandro Padron, an
19 unregistered home improvement salesperson working on behalf of Respondent, to install a front
20 entry door at Terrio's residence at 1562 Bermuda Dunes in Ontario for \$3,000.00. Terrio paid a
21 10% deposit of \$300.00 and Respondent refunded the money after saying they could not complete
22 the work for the contracted price.

23 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

24 **(Employed Unregistered Salesperson)**

25 70. Respondent has subjected its contractor's licenses to disciplinary action under Code
26 section 7154, in that Respondent employed an unregistered salesperson, Sandro Padron, to sell
27 Terrio the home improvement contract on behalf of Respondent.

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1 **TWENTY-NINTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Home Improvement Contract Form)**

3 71. Respondent has subjected its contractor's licenses to disciplinary action under Code
4 section 7159, in that on the Terrio project, Respondent failed to comply with the provisions of
5 that Code, as follows:

6 a. Subdivision (c)(6): Respondent failed to include in the contract, in close proximity to
7 the signatures of the owner and contractor, a notice stating that the owner or tenant has the right
8 to require the contractor to have a performance and payment bond.

9 b. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien
10 warning.

11 c. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12
12 point font information about the Contractors' State License Board.

13 d. Subdivision (e)(6): Respondent failed to include in the contract properly the notice of
14 "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

15 **PETROSIAN PROJECT**

16 72. On April 15, 2008, Hasmik and Haroutyan Petrosian entered into a contract with
17 Respondent to repair stucco and apply an exterior coat to their house and install two "magic"
18 windows with removable panels for cleaning at their residence at 6757 Newcastle Avenue in
19 Reseda for \$19,754.00. The Petrosians paid a deposit of \$1,000.00. Edan Cohen, an unregistered
20 home improvement salesperson, signed on behalf of Respondent. On August 27, 2008,
21 Respondent collected an additional \$6,188.88 when measurements were taken for the windows.

22 73. The Petrosians cancelled the contract. Adam Shaul, another unregistered home
23 improvement salesperson working for Respondent, initially agreed to bring the refund to them.
24 However, when Shaul arrived, instead of issuing the refund, he negotiated an addendum to do
25 more work. On September 8, 2009, the parties entered into a second addendum to install three
26 windows and a sliding door at no additional cost for a total of \$19,754.00.

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1 b. Subdivision (e)(1): Respondent failed to include in the contract a notice concerning
2 commercial general liability insurance.

3 c. Subdivision(e)(2): Respondent failed to include in the contract a notice concerning
4 workers' compensation insurance.

5 d. Subdivision (e)(3): Respondent failed to provide notices regarding the performance
6 of extra or change order work.

7 e. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien
8 warning.

9 f. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12
10 point font information about the Contractors' State License Board.

11 d. Subdivision (e)(6): Respondent failed to include in the contract properly the notice of
12 "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

13 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

14 **(Failure to Comply with the Home Improvement Contract Requirements)**

15 79. Respondent has subjected its contractor's licenses to disciplinary action under Code
16 section 7159.5, in that on the Petrosian project, Respondent failed to comply with the provisions
17 of that Code, as follows:

18 a. Subdivision (a)(5): The contract called for a \$1,000.00 down payment with an
19 additional \$6,188.88 upon measuring. This was in excess of the value of the work performed or
20 material delivered.

21 **FAIRBANKS PROJECT**

22 80. On June 24, 2009, Craig Fairbanks entered into a contract with Peter Stern, an
23 unregistered home improvement salesperson on behalf of Respondent, to install a solar system at
24 Fairbanks's residence at 30162 Heritage Street in Murrieta for \$53,990.00 after rebates.
25 Fairbanks paid Respondent in full. Work began on September 15, 2009, and was completed in
26 January 2010.

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THIRTY-FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

81. Respondent has subjected its contractor’s licenses to disciplinary action under code section 7154, in that Respondent employed an unregistered salesperson, Peter Stern, to sell Fairbanks the home improvement contract on behalf of Respondent.

THIRTY-SIXTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

82. Respondent has subjected its contractor’s licenses to disciplinary action under Code section 7159, in that on the Fairbanks project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12 point font information about the Contractors’ State License Board.

OTHER MATTERS

83. Pursuant to Code sections 7097 and 7098, if Contractor’s License Number 768166 issued to Pacific Home Remodeling, Inc. and Contractor’s License Number 808104 issued to Homestar Builders, Inc. are suspended or revoked by decision of the Registrar, then Registrar may suspend or revoke, without notice, Contractor’s License Number 768166 issued to Noam Maor, who is the Responsible Managing Officer of Pacific Home Remodeling, Inc., and Contractor’s License Number 808104 issued to Noam Maor, who is the Responsible Managing Officer of Homestar Builders, Inc. Furthermore, the Registrar may suspend or revoke any other license issued in the name of Noam Maor or for which Noam Maor has furnished the qualifying experience and appearance.

84. Pursuant to Code section 7121, if discipline is imposed on Contractor’s License Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor’s License Number 808104 issued to Homestar Builders, Inc., then Noam Maor and Yoram Hakimi shall be prohibited from serving as an officers, directors, associates, partners, or qualifying individuals of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or

1 associates Noam Maor or Yoram Hakimi in any capacity other than as a non-supervising bona
2 fide employee shall be subject to disciplinary action.

3 85. Pursuant to Code section 7121.5, if discipline is imposed on Contractor's License
4 Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor's License Number
5 808104 issued to Homestar Builders, Inc., then Noam Maor and Yoram Hakimi shall be
6 prohibited from serving as officers, directors, associates, partners, or qualifying individuals of any
7 licensee during the time the discipline is imposed, whether or not they had knowledge or
8 participated in the acts or omissions constituting grounds for discipline, and any licensee which
9 employs, elects, or associates Noam Maor and Yoram Hakimi shall be subject to disciplinary
10 action.

11 86. Pursuant to Code section 7122.5, if disciplinary action is imposed on Contractor's
12 License Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor's License
13 Number 808104 issued to Homestar Builders, Inc., then said action likewise constitutes a cause
14 for disciplinary action against Noam Maor and Yoram Hakimi who, at the time of the act or
15 omission occurred, were the responsible managing employees or RMO's, qualifying partners, or
16 qualifying members of such individual, partnership, corporation, firm, or association, whether or
17 not they had knowledge of or participated in said acts or omissions.

18 PRAYER

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

21 1. Revoking or suspending Contractors' License Number 768166 issued to Pacific Home
22 Remodeling, Inc. and Contractor's License Number 808104 issued to Homestar Builders, Inc.;

23 2. Revoking or suspending any other license for which Noam Maor is furnishing the
24 qualifying experience or appearance;

25 3. Prohibiting Noam Maor and Yoram Hakimi from serving as officers, directors,
26 associates, partners, or qualifying individuals of any licensee during the period that discipline is
27 imposed on Contractor's License Number 768166 issued to Pacific Home Remodeling and
28 Contractor's License Number 808104 issued to Homestar Builders, Inc.;

1 4. Ordering restitution of all damages according to proof suffered by the homeowners
2 Melvin Servi, Ruben Sandoval, Angela Love, Mark and Marie Samuels, Joseph and Joan Mauri,
3 Connye Thomas, Robert Terrio, Hasmik and Haroutyan Petrosian, and Craig Fairbanks as a
4 condition of probation in the event probation is ordered;

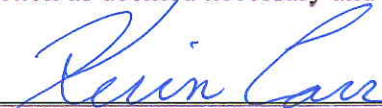
5 5. Ordering restitution of all damages suffered by the homeowners Melvin Servi, Ruben
6 Sandoval, Angela Love, Mark and Marie Samuels, Joseph and Joan Mauri, Connye Thomas,
7 Robert Terrio, Hasmik and Haroutyan Petrosian, and Craig Fairbanks as a result of Pacific Home
8 Remodeling, Inc.'s and Homestar Builders, Inc.'s conduct as a contractor, as a condition of
9 restoration of Contractor's License Number 768166 issued to Pacific Home Remodeling and
10 Contractor's License Number 808104 issued to Homestar Builders, Inc.;

11 6. Ordering Pacific Home Remodeling, Inc. and Homestar Builders, Inc. to pay the
12 Registrar of Contractors his costs in the investigation and enforcement of the case according to
13 proof at the hearing, pursuant to Code section 125.3;

14 7. Ordering Pacific Home Remodeling, Inc. and Homestar Builders, Inc. to provide the
15 Registrar with a listing of all contracting projects in progress and the anticipated completion date
16 of each; and

17 8. Taking such other and further action as deemed necessary and proper.

18 DATED: October 14, 2011



19 WOOD ROBINSON
20 Enforcement Supervisor I
21 Contractors' State License Board
22 Department of Consumer Affairs
23 State of California
24 *Complainant*

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