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

12 In the Matter of the Accusation Against:

Case No. N2015-398

13 **GLOBAL DEVELOPMENT STRATEGIES INC**
DBA GARAGE DOOR SERVICES
14 **8333 Arjons Drive, Ste. C**
San Diego, CA 92126

A C C U S A T I O N

15 **BRANDON ARLYN CAMPBELL, RME**
16 **[disassoc. 10/18/14]**
MARLENE STEPHENS, CEO/PRES
17 **[disassoc. 5/29/15]**

18 **Contractor's License No. 927739, C-61/D28**

19 Respondent.

20 **GARAGE DOOR SERVICE & REPAIR INC**
10531 4S Commons Dr., Suite 611
21 **San Diego, CA 92127**

22 **BRANDON ARLYN CAMPBELL, RMO/CEO/PRES**

23 **Contractor's License No. 1005791, C-61/D28**

24 Affiliated License.

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28 Complainant alleges:

1 **PARTIES**

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

5 2. On or about January 22, 2009, the Registrar of Contractors (Registrar) issued
6 Contractor's License Number 927739, classification D-61/D28 (doors, gates and activating
7 devices) to Global Development Strategies Inc, dba Garage Door Services; Brandon Arlyn
8 Campbell, RME [disassociated 10/18/14]; Marlene Stephens [disassociated 5/29/15]
9 (Respondent). The Contractor's License was in full force and effect at all times relevant to the
10 charges brought herein, expired on January 31, 2017, and has not been renewed. The following is
11 the suspension history:

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| 13 Suspension Date: | Violation: | Status: |
|----------------------------|---|--|
| 14 01/16/2015 | Business and Professions Code section 7068.2 (Lack of Qualifier) | Suspension remains in effect. |
| 15 01/20/2016 | Business and Professions Code section 7090.1 (Citation #2-2014-3218) | 7090.1 suspension lifted on 04/01/2016. Expired under suspension on 01/31/2017. |

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19 Affiliated License

20 3. On or about July 23, 2015, the Registrar issued Contractor's License Number
21 1005791, classification D-61/D28 (doors, gates and activating devices) to Garage Door Service &
22 Repair Inc; Brandon Arlyn Campbell, RMO/CEO/PRES. The Contractor's License will expire on
23 July 31, 2019, unless renewed.

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1 **JURISDICTION**

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

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

8 6. Section 7095 of the Code provides, in pertinent part, that the Registrar in making his
9 order may:

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

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

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

18 7. Section 7097 of the Code states:

19 Notwithstanding the provisions of Sections 7121 and 7122, when any
20 licensee has been suspended by a decision of the registrar pursuant to an
21 accusation or pursuant to subdivision (b) of Section 7071.17, Section 7085.6 or
22 7090.1, any additional license issued under this chapter [the Contractors' State
License Law] in 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.

23 8. Section 7098 of the Code states:

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

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1 9. Section 7106.5 of the Code 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 10. Section 7121 of the Code states:

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

22 11. Section 7121.5 of the Code states:

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

 12.. Section 7122.5 of the Code states:

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

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STATUTORY PROVISIONS

13. Section 7027.1 of the Code states:

(a) It is a misdemeanor for any person to advertise for construction or work of improvement covered by this chapter unless that person holds a valid license under this chapter in the classification so advertised, except that a licensed building or engineering contractor may advertise as a general contractor.

(b) "Advertise," as used in this section, includes, but not by way of limitation, the issuance of any card, sign, or device to any person, the causing, permitting, or allowing of any sign or marking on or in any building or structure, or in any newspaper, magazine, or by airwave or any electronic transmission, or in any directory under a listing for construction or work of improvement covered by this chapter, with or without any limiting qualifications.

(c) A violation of this section is punishable by a fine of not less than seven hundred dollars (\$700) and not more than one thousand dollars (\$1,000), which fine shall be in addition to any other punishment imposed for a violation of this section.

(d) If upon investigation, the registrar has probable cause to believe that an unlicensed individual is in violation of this section, the registrar may issue a citation pursuant to Section 7028.7 or 7099.10.

14. Section 7068.1 of the Code states:

(a) The person qualifying on behalf of an individual or firm under paragraph (1), (2), (3), or (4) of subdivision (b) of Section 7068 shall be responsible for exercising that direct supervision and control of his or her employer's or principal's construction operations to secure compliance with this chapter and the rules and regulations of the board. This person shall not act in the capacity of the qualifying person for an additional individual or firm unless one of the following conditions exists:

(1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity.

(2) The additional firm is a subsidiary of or a joint venture with the first. "Subsidiary," as used in this subdivision, means any firm at least 20 percent of the equity of which is owned by the other firm.

(3) With respect to a firm under paragraph (2), (3), or (4) of subdivision (b) of Section 7068, the majority of the partners, officers, or managers are the same.

(b) Notwithstanding paragraphs (1) to (3), inclusive, of subdivision (a), a qualifying individual may act as the qualifier for no more than three firms in any one-year period.

(c) The following definitions shall apply for purposes of this section:

(1) "Firm" means a partnership, a limited partnership, a corporation, a limited liability company, or any other combination or organization described in Section 7068.

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(2) "Person" is limited to natural persons, notwithstanding the definition of "person" in Section 7025.

(d) The board shall require every applicant or licensee qualifying by the appearance of a qualifying individual to submit detailed information on the qualifying individual's duties and responsibilities for supervision and control of the applicant's construction operations.

(e) Violation of this section shall constitute a cause for disciplinary action and shall be punishable as a misdemeanor by imprisonment in a county jail not to exceed six months, by a fine of not less than three thousand dollars (\$3,000), but not to exceed five thousand dollars (\$5,000), or by both the fine and imprisonment.

15. Section 7083 of the Code states:

(a) Notwithstanding any other law, licensees shall notify the registrar, on a form prescribed by the registrar, in writing within 90 days of any change to information recorded under this chapter. This notification requirement shall include, but not be limited to, changes in business address, personnel, business name, qualifying individual bond exemption pursuant to Section 7071.9, or exemption to qualify multiple licenses pursuant to Section 7068.1.

(b) Failure of the licensee to notify the registrar of any change to information within 90 days shall cause the change to be effective the date the written notification is received at the board's headquarters office.

(c) Failure to notify the registrar of the changes within the 90 days is grounds for disciplinary action.

16. Section 7109(a) of the Code states:

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

17. 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 states in the contract for such construction project or operation or in any modification of such contract constitutes a cause for disciplinary action.

18. Section 7116 of the Code states:

The doing of any wilful or fraudulent act by the licensee as a contractor in consequence of which another is substantially injured constitutes a cause for disciplinary action.

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1 19. Section 7117 of the Code states:

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

7 20. Section 7117.5(b) of the Code states:

8 Acting in the capacity of a contractor under any license that has been
9 suspended for any reason constitutes a cause for disciplinary action.

10 21. Section 7154 of the Code states:

11 (a) A home improvement contractor licensed under this chapter shall
12 notify the registrar in writing, on a form prescribed by the registrar, about the
13 employment of a registered home improvement salesperson, pursuant to the terms of
14 this article. This notification requirement shall include, but not be limited to, the name
15 and registration number of the home improvement salesperson who is employed by
16 the contractor. The form shall be submitted prior to the home improvement
17 salesperson beginning work for the contractor.

18 (b) A home improvement contractor shall notify the registrar in writing,
19 on a form prescribed by the registrar, when a registered home improvement
20 salesperson ceases to be employed by the contractor. This notification requirement
21 shall include, but not be limited to, the name and registration number of the home
22 improvement salesperson who had been employed by the contractor. The form shall
23 be submitted within 90 days after the home improvement salesperson ceases to be
24 employed by the contractor.

25 (c) A home improvement contractor who employs a registered home
26 improvement salesperson to sell home improvement contracts, but who fails to report
27 to the registrar pursuant to subdivision (a) or (b), is subject to disciplinary action by
28 the registrar.

(d) A home improvement contractor who employs a person to sell home
improvement contracts while that person is not registered by the registrar as a home
improvement salesperson as provided in this article, is subject to disciplinary action
by the registrar.

22. Section 7159 of the Code states:

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(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:

.....

(3)(A) Before any work is started, the contractor shall give the buyer a copy
of the contract signed and dated by both the contractor and the buyer. The buyers
receipt of the copy of the contract initiates the buyer's rights to cancel the contract
pursuant to Sections 1689.5 to 1689.14, inclusive, of the Civil Code.

1 (3) (B) The contract shall contain on the first page, in a typeface no smaller
2 than that generally used in the body of the document, both of the following:

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4 (ii) The name and address of the contractor to which the applicable "Notice
5 of Cancellation" is to be mailed, immediately preceded by a statement advising the
6 buyer that the "Notice of Cancellation" may be sent to the contractor at the address
7 noted on the contract.

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

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

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

21

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

27

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

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

"You are entitled to a completely filled in copy of this agreement, signed
by both you and the contractor, before any work may be started."

. . . .

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

(A) The heading: "Downpayment."

(B) A space where the actual downpayment appears.

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

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

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

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

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

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

14 "The schedule of progress payments must specifically describe each phase
15 of work, including the type and amount of work or services scheduled to be supplied
16 in each phase, along with the amount of each proposed progress payment. IT IS
17 AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR
18 WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET
19 DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A
20 DOWNPAYMENT."

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

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

25 (B) The heading: "Approximate Start Date."

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

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

(A) The heading: "Approximate Completion Date."

(B) The approximate date of completion.

....

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

....

(2) A notice concerning workers' compensation insurance. This notice may
be provided as an attachment to the contract if the contract includes the statement:
"A notice concerning workers' compensation insurance is attached to this contract."

1 The notice shall include the heading "Workers' Compensation Insurance" followed
by whichever of the following statements is correct:

2 (A) "(The name on the license or "This contractor") has no employees and is
3 exempt from workers' compensation requirements."

4 (B) "(The name on the license or "This contractor") carries workers'
5 compensation insurance for all employees."

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

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

11

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

13 "MECHANICS LIEN WARNING:

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

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

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

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

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

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

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

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

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

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

"Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to 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).

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

23. Section 7159.5 of the Code states:

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

///

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

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

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6 24. Section 7161 of the Code states:

7 It is a misdemeanor for any person to engage in any of the following acts, the
commission of which shall be cause for disciplinary action against any licensee or
8 applicant:

9 (a) Using false, misleading, or deceptive advertising as an inducement to
enter into a contract for work of improvement, including, but not limited to, any
10 home improvement contract, whereby any member of the public may be misled or
injured.

11 25. Section 17200 of the Code states:

12 As used in this chapter, unfair competition shall mean and include any
13 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue
or misleading advertising and any act prohibited by Chapter 1 (commencing with
14 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

15 **COST RECOVERY/RESTITUTION**

16 26. Code section 125.3 states, in pertinent part, that the Registrar may request the
17 administrative law judge to direct a licentiate found to have committed a violation or violations of
18 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
19 enforcement of the case.

20 27. Section 11519, subdivision (d), of the Government Code states, in pertinent part, that
21 the Registrar may require restitution of damages suffered as a condition of probation in the event
22 probation is ordered.

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1 **FACTUAL ALLEGATIONS**

2 28. Between 2014 and 2015, Respondent Global Development Strategies Inc, dba Garage
3 Door Services, advertised in different California counties via Yellow Pages, Pennysaver, Valpak-
4 type home mailings and various ad magazines for garage door services. Respondent's
5 advertisement practice was to use different namestyles with Respondent's CSLB license number
6 727739 included in the advertisements. The advertisements included telephone numbers with
7 area codes belonging to the particular county it advertised in. Some of the business names
8 utilized by Respondent in the advertisements closely resembled names of legitimate licensed
9 garage door companies, some of which had been in business in the particular area for decades.
10 Some of the unlicensed business names Respondent utilized in its advertisements so closely
11 resembled those of legitimate licensed businesses that some of the licensed businesses received
12 calls from consumers with complaints about the work Respondent's various unlicensed
13 companies performed, the consumers believing they were contacting the company they contracted
14 with. Respondent's misleading advertisements appeared throughout the State of California.¹
15 Some of the consumers reported to the CSLB that their calls to the various advertised telephone
16 numbers appeared to have been re-routed to a call center in the State of Texas.

17 29. An investigation revealed that Respondent had on file with the California Secretary of
18 State approximately 52 different business names which included Respondent as the owner of the
19 businesses. Respondent utilized unfair competition and unlawful, unfair or fraudulent business
20 practices for advertising under various unlicensed namestyles, with some of the namestyles
21 closely resembling the names of legitimate licensed companies that were doing business in a
22 particular area, and utilized unfair, deceptive, untrue or misleading advertising by misleading
23 consumers with telephone numbers with area codes belonging to the areas where the consumers
24 lived, and for advertising consumer discounts such as package deals, "New Garage Doors Starting
25 at \$399.00 + tax," and AARP and senior citizen discounts, then considerably overcharging the
26 senior citizen consumers for services rendered.

27 _____
28 ¹ Respondent utilized similar business practices in many other states.

1 30. Respondent further utilized unfair and deceptive business practices by not providing
2 elderly consumers with a firm price and by not presenting the consumers with a written contract
3 prior to the work being performed, overcharging the elderly consumers, then pressing the
4 consumers to sign a document on an Ipad, not providing the consumers with a hard copy of the
5 contract upon payment, and not affording the elderly consumers the opportunity to review the
6 contract closely on the Ipad prior to signature.

7 31. On or about September 1, 2015, a Board investigator contacted Marlene Stephens
8 (Stephens), the CEO/President for Respondent. Stephens told the investigator that she had
9 separated from Respondent approximately 1-1/2 years earlier and that she had no knowledge of
10 the corporation's activities related to cases, advertisements, or anything else since her separation.
11 Stephens disassociated from the Respondent's license effective May 29, 2015.

12 32. On or about September 16, 2015, a CSLB investigator interviewed Respondent's
13 RME, Brandon Cambell (Campbell). Campbell associated with Respondent on May 27, 2011 and
14 disassociated on October 18, 2014, then applied for and obtained his own CSLB license under the
15 namestyle Garage Door Service and Repair Inc, CSLB License No. 1005791, effective
16 July 23, 2015. Campbell admitted that while he was the RME for Respondent, Campbell did not
17 exercise direct supervision and control of any of the projects. Campbell informed the investigator
18 that approximately six months after he disassociated from Respondent's CSLB license, that he
19 received a call from "Garage Door Services because they still had no qualifier for the license.
20 They offered me ownership of the California business and it was easier than starting from the
21 beginning, so I acquired all of the technicians and phone numbers that were previously associated
22 with Garage Door Services in California."

23 33. The following ten (10) complaints received by the CSLB mostly from elderly
24 consumers reflect examples of Respondent's business practices in California which violated
25 California statutes.

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R.T. PROJECT

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2 34. On July 30, 2014, R.T., 77 years old at the time, experienced a garage door
3 malfunction at her home located in Riverside, California. R.T. found an advertisement in the
4 Yellow Pages wherein Respondent advertised out of namestyle as it reflected the business name
5 Discount Garage Door Services with Respondent's CSLB License Number 927739. The
6 advertisement was misleading and deceptive to R.T. as a consumer because it reflected local area
7 codes and, according to R.T., the call she placed to the advertised number appeared to have been
8 re-routed to a call center in Texas. R.T. selected and called the business, in part because it
9 advertised a senior citizen discount.

10 35. Shortly after R.T. placed the call to Respondent, a male by the name of "Edward"
11 (Edward) and two unknown males came to R.T.'s residence. Edward handed R.T. a business card
12 with the namestyle "Garage Door Service," and the toll free telephone number of 877-469-1416.
13 The business card did not include a license number and contained a blank space where the name
14 of the "Professional Tech" could be handwritten. The business card had the handwritten notation,
15 "Edward 951 858 2846."

16 36. On the same date, Edward provided R.T. with a written contract for the installation of
17 new springs, hinges, and garage door opener, for the contract price of \$1,261.48. The contract
18 was deficient in several respects as it did not contain required language and notices and was out of
19 namestyle. R.T. paid Respondent the total amount of \$1,261.48 before work commenced, an
20 amount that exceeded the value of work performed or material delivered. The check was given to
21 one of the two unknown males who left the R.T. residence after collecting the payment in full,
22 and Edward remained at the residence to work on the garage door equipment.

23 37. R.T. had problems with the installation and Edward came out about three times to
24 make minor adjustments. R.T. continued to have problems and Edward stopped answering R.T.'s
25 calls. R.T. called the main number on the advertisement and a representative of Respondent came
26 out to perform a minor adjustment and charged R.T. \$259.98 for the call, which R.T. paid. Two
27 days after R.T. paid the additional \$259.98, R.T. heard that the garage springs were rubbing
28 together and called the Respondent again. This time, R.T. was told it would cost her \$80 for the

1 call and she refused to pay the additional amount. Respondent failed to provide R.T. with a
2 written change order for the work Respondent charged extra for.

3 38. The investigation revealed that Global Development Strategies Inc had over 50
4 registered business names with the Secretary of State. Respondent engaged in unlawful, unfair or
5 fraudulent business acts or practices and engaged in unfair, deceptive, untrue or misleading
6 advertising.

7 39. On August 17, 2015, a Board industry expert (I.E.) inspected the R.T. project, found
8 items that departed from accepted trade standards, and opined that it would cost R.T. \$580.79 to
9 correct and complete the garage door project.

10 40. On September 16, 2015, a Board investigator interviewed Brandon Campbell
11 (Campbell), the RME for Respondent during the R.T. project. Campbell was aware of the R.T.
12 project and the problems she encountered after the installation of the garage door equipment, and
13 admitted that as the RME, he never went to the R.T. project, thus, failing to exercise direct
14 supervision and control of the project.

15 41. On February 4, 2016, a Board investigator interviewed technician Edward Poe.
16 Edward told the investigator that he was no longer working for Respondent and that while he
17 worked for Respondent, Edward would be dispatched to a job site via telephone and that he would
18 receive 20% commission for the work he sold and performed and that Respondent would keep
19 80%.

20 **FIRST CAUSE FOR DISCIPLINE**

21 **(Failure to Exercise Direct Supervision and Control by Qualifier Campbell)**

22 42. Respondent has subjected its license to disciplinary action under Code section 7068.1,
23 in that Respondent's RME, Brandon Campbell, by his own admission, failed to exercise direct
24 supervision and control of construction operations of Respondent to secure compliance with the
25 Code and regulations, as is more fully set forth at paragraph 40, which is incorporated here by
26 reference.

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1 **SECOND CAUSE FOR DISCIPLINE**

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

3 43. Respondent has subjected its contractor's license to disciplinary action under Code
4 section 7109(a), in that on the R.T. project, Respondent willfully departed from accepted trade
5 standards for good and workmanlike construction in the following respects:

- 6 a. Respondent failed to properly align the master plate along the door opening
7 framing member.
- 8 b. Respondent failed to properly align the door angles to garage door perimeter
9 side frames.
- 10 c. Respondent failed to replace severed garage door neoprene drive belt.

11 **THIRD CAUSE FOR DISCIPLINE**

12 **(Failure to Complete Project for Price Stated in Contract)**

13 44. Respondent has subjected its contractor's license to disciplinary action under Code
14 section 7113, in that Respondent failed to complete the R.T. project for the contract price, and
15 R.T. was or will be required to pay an additional \$580.79 as is more fully detailed at paragraphs
16 34-41, which are incorporated here by reference.

17 **FOURTH CAUSE FOR DISCIPLINE**

18 **(Acted as a Contractor Under Unlicensed Name)**

19 45. Respondent has subjected its contractor's license to disciplinary action under Code
20 section 7117(a), in that Respondent acted as a contractor under an unlicensed name, as is more
21 fully detailed at paragraphs 34-41, which are incorporated here by reference.

22 **FIFTH CAUSE FOR DISCIPLINE**

23 **(Violations of the Home Improvement Contract Provisions)**

24 46. Respondent has subjected its contractor's license to disciplinary action under Code
25 section 7159, in that on the R.T. project, Respondent failed to comply with provisions of that
26 section, as follows:

- 27 a. Subdivision (c)(3)(B)(ii): Respondent failed to include the required "Notice of
28 Cancellation" language on the first page of the contract.

- 1 b. Subdivision (c)(4): Respondent failed to include in the contract the statement
2 regarding unconditional claim/lien release for portion of work for which payment was made.
- 3 c. Subdivision (c)(5): Respondent failed to incorporate written change orders as
4 part of the contract.
- 5 d. Subdivision (c)(6): Respondent failed to include in the contract the required
6 notice regarding the owner's right to require a performance and payment bond.
- 7 e. Subdivision (d)(4): Respondent failed to include the statement advising the
8 homeowner's right to a completed, signed copy of the contract.
- 9 f. Subdivision (d)(9): Respondent failed to include required notices regarding
10 progress payments.
- 11 g. Subdivision (d)(10): Respondent failed to include required statements
12 regarding commencement of work, what constitutes substantial commencement of work, the
13 heading "Approximate Start Date", and the approximate date on which work would commence.
- 14 h. Subdivision (d)(11): Respondent failed to include the heading, "Approximate
15 Completion Date," and the approximate date of completion.
- 16 i. Subdivision (e)(2): Respondent failed to include a notice concerning worker's
17 compensation insurance.
- 18 j. Subdivision (e)(3)(A): Respondent failed to include a notice that provides the
19 buyer with information regarding change orders.
- 20 k. Subdivision (e)(4): Respondent failed to provide the required heading
21 regarding mechanic's lien warning.
- 22 l. Subdivision (e)(5): Respondent failed to provide the required language
23 regarding the Contractor's State License Board.
- 24 m. Subdivision (e)(6): Respondent failed to provide the required notices and
25 language regarding the "Three-Day Right to Cancel."

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1 **A.S. PROJECT**

2 50. On December 9, 2014, A.S., 74 years old at the time, experienced a garage door
3 malfunction at her home located in San Diego, California, and contacted Respondent. The
4 homeowners found an internet advertisement for Respondent and called the number listed on the
5 advertisement.

6 51. On the same date, Timothy Patterson (Patterson), Respondent's technician and
7 unregistered salesperson, came to the A.S. home, assessed the problem with the garage door, and
8 was given permission by A.S. to replace the springs and rollers. Patterson proceeded with the
9 garage door repair. A.S. was not provided with a contract or any other paperwork prior to the
10 performance of the work. A.S. remained inside the house for most of the time that Patterson
11 worked on the springs and rollers. A.S. estimated that Patterson was in the garage for 2 hours, 19
12 minutes, and during that time recalled Patterson repeating that "this is going to be expensive."
13 Patterson completed the repairs just as A.S.'s 78-year-old husband, T.S., arrived home. Patterson
14 verbally informed T.S. of the work performed and of the contract price of \$4,608.72. T.S. felt the
15 price quoted by Patterson was outrageously high, but T.S. felt he had no choice but to pay because
16 Patterson insisted that he be paid the full amount before he could leave. The contract was not
17 reviewed with A.S. and/or T.S., nor was it signed by Patterson. Patterson collected payment
18 information from T.S., who then presented T.S. with an iPad for electronic signature. A.S. and
19 T.S. did not receive a hard copy of the contract while Patterson was at the residence and a copy of
20 a contract that contained T.S.'s electronic signature was later received by e-mail.

21 52. When the detailed invoice arrived the next day by e-mail, T.S. called Respondent to
22 voice his concern about the charges, where labor alone for approximately 2 hours, 19 minutes of
23 work totaled \$3,364.92. Almost immediately, T.S. was promised a credit of \$1,608.82, which
24 A.S. and T.S. received and credited to their credit card.²

25 53. Still unhappy with the amount charged after the credit received, T.S. contacted a local
26 company who quoted him \$650 for the same services. T.S. then contacted his American Express

27 ² Respondent requested a "disclosure statement" of T.S. which required T.S. not to take
28 any further action against the company.

1 Customer Service Department because T.S. felt that \$3,000 for the garage door service was
2 excessive. T.S. disputed the amount of \$2,000 and American Express credited T.S. the disputed
3 amount.

4 54. On December 3, 2015, a Board industry expert (I.E.) inspected the A.S./T.S. project
5 and, while the I.E. did not find any items that departed from industry standards, the I.E. opined
6 that the value of the work performed was \$1,450 at most.

7 **NINTH FOR DISCIPLINE**

8 **(Wilful or Fraudulent Act Injuring Another)**

9 55. Respondent has subjected its contractor's license to disciplinary action under Code
10 section 7116, in that on the A.S./T.S. project, Respondent engaged in wilful and fraudulent acts as
11 a contractor in consequence of which A.S. and T.S. were substantially injured, as is more fully
12 detailed at paragraphs 28-33 and 50-54, which are incorporated here by reference.

13 **TENTH CAUSE FOR DISCIPLINE**

14 **(Employed Unregistered Salesperson)**

15 56. Respondent has subjected its contractor's license to disciplinary action under Code
16 section 7154, in that Respondent employed unregistered salesperson Timothy Patterson to sell the
17 A.S./T.S. project, as is more fully detailed at paragraphs 50-54, which are incorporated here by
18 reference.

19 **ELEVENTH CAUSE FOR DISCIPLINE**

20 **(Violations of the Home Improvement Contract Provisions)**

21 57. Respondent has subjected its contractor's license to disciplinary action under Code
22 section 7159, in that on the A.S./T.S. project, Respondent failed to comply with provisions of that
23 section, as follows:

24 a. Subdivision (c)(3)(B)(ii): Respondent failed to include the required "Notice of
25 Cancellation" language on the first page of the contract.

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1 **E.L. PROJECT**

2 58. On December 18, 2014, E.L., 66 years old at the time, was experiencing a garage door
3 malfunction at her home located in Costa Mesa, California, and contacted Respondent from a
4 Valpak advertisement that reflected the name Jimmy's Garage Doors. The advertisement
5 contained Respondent's CSLB license number 927739 and contained the wording "Owned &
6 Operated by Garage Door Services" and telephone numbers with local area codes. Respondent
7 advertised out of namestyle,³ and while its license was suspended.

8 59. On the same date, Respondent's service technician and unregistered salesperson,
9 James Flynn (Flynn) arrived at the E.L. home. E.L. approved the garage door repair, however,
10 was not informed of the contract price nor provided with a signed contract prior to the
11 performance of the work. When Flynn completed the work, Flynn verbally informed E.L. of the
12 work that was performed and of the contract price of \$1,500. Flynn collected payment
13 information from E.L., then presented E.L. with an Ipad for her electronic signature. Flynn did
14 not provide E.L. with a copy of the contract and did not give E.L. the opportunity to review the
15 contract on the Ipad device. E.L. demanded a hard copy of the contract and Flynn told her she
16 would receive a copy by e-mail, which she did later that day. The copy E.L. received contained
17 E.L.'s electronic signature.

18 60. On or about February 5, 2015, E.L. had Overhead LTD, dba: Precision Overhead
19 Garage Door Service (Precision), come to her home to inspect the work performed by
20 Respondent. Precision performed a 25-point inspection and the garage door failed in door
21 balance and springs. Precision found that the wrong springs were installed and that the door was
22 heavy and not properly balanced. Precision recommended that new torsion springs be installed.

23 61. On or about February 18, 2015, E.L. hired a different garage door company to come
24 to her home to inspect the work performed because E.L. had concerns about the workmanship as
25 the garage door was nosier than before, was concerned about the contract she signed, and had
26 uncertainty as to what work Respondent had performed. The correcting contractor opined that the

27 ³ E.L. provided CSLB with a 4/2015 dated publication of the replicated Valpak
28 advertisement that she used when she contracted with Respondent.

1 work performed by Respondent departed from accepted trade standards and that the garage door
2 was a hazard because the wrong size springs were used, the springs were wound too tight, and the
3 garage door was not properly balanced. The correcting contractor also opined that the door could
4 crush a small child or animal. E.L. hired the correcting contractor through her homeowner's
5 insurance to correct the work for the amount of \$400. E.L. filed a dispute claim with her credit
6 union and Respondent refunded the entire \$1,500 to E.L.

7 **TWELFTH CAUSE FOR DISCIPLINE**

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

9 62. Respondent has subjected its contractor's license to disciplinary action under Code
10 section 7109(a), in that on the E.L. project, Respondent willfully departed from accepted trade
11 standards for good and workmanlike construction in the following respects:

12 a. Respondent failed to install the correct size garage door springs; the springs
13 were too small to properly support the weight of the door which made the door unsafe.

14 **THIRTEENTH CAUSE FOR DISCIPLINE**

15 **(Acted as a Contractor Under Unlicensed Name)**

16 63. Respondent has subjected its contractor's license to disciplinary action under Code
17 section 7117(a), in that Respondent acted as a contractor out of namestyle, as is more fully
18 detailed at paragraphs 58-61, which are incorporated here by reference.

19 **FOURTEENTH CAUSE FOR DISCIPLINE**

20 **(Employed Unregistered Salesperson)**

21 64. Respondent has subjected its contractor's license to disciplinary action under Code
22 section 7154, in that Respondent employed unregistered salesperson James Flynn to sell the E.L.
23 contract, as is more fully detailed at paragraphs 58-61, which are incorporated here by reference.

24 **FIFTEENTH CAUSE FOR DISCIPLINE**

25 **(Violations of the Home Improvement Contract Provisions)**

26 65. Respondent has subjected its contractor's license to disciplinary action under Code
27 section 7159, in that on the E.L. project, Respondent failed to comply with provisions of that
28 section, as follows:

1 a. Subdivision (c)(3)(A): Respondent failed to provide a dated and signed contract
2 to the buyer prior to the commencement of work.

3 **SIXTEENTH CAUSE FOR DISCIPLINE**

4 **(Used False, Misleading, or Deceptive Advertising)**

5 66. Respondent has subjected its contractor's license to disciplinary action under Code
6 section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce
7 consumers such as E.L. to enter into a contract for work of improvement, and whereby E.L. was
8 misled or financially injured, as is more fully detailed at paragraphs 59-61, which are incorporated
9 here by reference.

10 **SEVENTEENTH CAUSE FOR DISCIPLINE**

11 **(Unlawful, Unfair or Fraudulent Business Practices)**

12 67. Respondent has subjected its contractor's license to disciplinary action under Code
13 section 17200, in that on the E.L. project, Respondent utilized unfair competition by engaging in
14 unlawful, unfair or fraudulent business practices, as is more fully detailed at paragraphs 28-33 and
15 59-61, which are incorporated here by reference.

16 **A.G. PROJECT**

17 68. On December 31, 2014, A.G., 71 years old at the time, was experiencing a garage
18 door malfunction at his home located in Escondido, California, and contacted "Escondido's
19 Choice Overhead Garage Door Company," (Escondido's) who A.G. mistook for "Escondido
20 Overhead Garage Doors," (Escondido Overhead) a company A.G. had used in the past. A.G.
21 found Escondido's in an internet advertisement. After a brief discussion over the telephone
22 regarding price and work to be performed, A.G. agreed to have a technician come to his home.

23 69. On the same date, Respondent's technician and unregistered salesperson, Tim
24 Patterson (Patterson), came to the A.G. home and proceeded with the garage door repair. A.G.
25 was not provided a contract or signed paperwork prior of the performance of work. A.G. inquired
26 as to the advertised lifetime warranty, and Patterson informed A.G. that the warranty would not be
27 transferable to a new owner. A.G. told Patterson that the lifetime warranty was worthless if that
28 was the case because A.G. might not be in the house for more than two years, and Patterson made

1 a call to his "office" and told A.G. that Patterson had received permission to make the warranty
2 transferable.⁴ When the work was completed, Patterson collected payment for \$1,460.11 in the
3 form of a check from A.G. that was written to "Escondido Overhead Garage Door Company."
4 Patterson asked that the check be written to GDS, and A.G. refused and told Patterson that he
5 would write the check to Escondido Overhead Garage Door Company because that was the
6 company he was doing business with. A.G. was presented with an iPad for his electronic
7 signature and told the contract invoice would be e-mailed. The contract was not reviewed with
8 A.G. nor signed by the salesperson. A.G. did not receive a hard copy of the contract while
9 Patterson was still at the A.G. home.

10 70. After Patterson left, A.G. went to his personal computer and found an e-mail from
11 Respondent. A.G. was unable to bring up the document attached and called the "Escondido
12 Overhead Garage Doors" that he thought he had done business with. The owner of Escondido
13 Overhead informed A.G. that his company had not done the work. A.G. then called the number
14 of the unlicensed Escondido's and demanded a copy of the contract. A.G. later received via
15 United States mail a copy of the contract with a Dallas, Texas return address. The contract had
16 the namestyle "Garage Door Services" and Respondent's license number.

17 71. On or about December 3, 2015, a Board industry expert (I.E.) inspected the A.G.
18 project and opined that, while the work was performed to industry standards, that A.G. had been
19 overcharged by Respondent. The I.E. estimated the value of the work performed at \$850.

20 72. On or about January 3, 2015, the company Escondido Overheard Garage Doors, the
21 licensed garage door company that Respondent attempted to closely resemble in his
22 advertisements, inspected the A.G. project and opined that, while the work was performed to
23 industry standards, that A.G. had been overcharged by Respondent. The licensed company
24 estimated it would have charged A.G. \$310 for the same scope of work.

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27 ⁴ A review of the so-called "lifetime warranty" after A.G. received a copy of the contract
28 revealed the warranty included a myriad of restrictions that included an \$89 service call fee after
30 days and did not cover labor and installation after 30 days from the date of the contract.

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EIGHTEENTH CAUSE FOR DISCIPLINE

(Wilful or Fraudulent Act Injuring Another)

73. Respondent has subjected its contractor's license to disciplinary action under Code section 7116, in that on the A.G. project, Respondent engaged in wilful and fraudulent acts as a contractor in consequence of which A.G. was substantially injured, as is more fully detailed at paragraphs 28-33 and 68-72, which are incorporated here by reference.

NINETEENTH CAUSE FOR DISCIPLINE

(Acted as a Contractor Under Unlicensed Name)

74. Respondent has subjected its contractor's license to disciplinary action under Code section 7117(a), in that on the A.G. project, Respondent acted as a contractor out of namestyle, as is more fully detailed at paragraphs 68-72, which are incorporated here by reference.

TWENTIETH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

75. Respondent has subjected its contractor's license to disciplinary action under Code section 7154, in that Respondent employed unregistered salesperson Tim Patterson to sell the A.G. contract, as is more fully detailed at paragraphs 68-72, which are incorporated here by reference.

TWENTY-FIRST CAUSE FOR DISCIPLINE

(Used False, Misleading, or Deceptive Advertising)

76. Respondent has subjected its contractor's license to disciplinary action under Code section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce consumers such as A.G. to enter into a contract for work of improvement, and whereby A.G. was misled or financially injured, as is more fully detailed at paragraphs 68-72, which are incorporated here by reference.

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1 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

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

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

6 a. Subdivision (c)(3)(A): Respondent failed to provide a dated and signed contract
7 to the buyer prior to the commencement of work.

8 **L.S. PROJECT**

9 78. On April 2, 2015, L.S., 91 years old at the time, was experiencing a garage door
10 malfunction related to his remote control at his home located in Sacramento, California. L.S.
11 went to Overhead Door Company of Sacramento #355325 (Overhead) and scheduled an
12 appointment for someone to come to his residence.

13 79. On April 3, 2015, two technicians showed up at the L.S. home to do the repair.
14 Unbeknownst to L.S., the technicians were Respondent's employees and not employees of
15 Overhead. Respondent's technicians performed the work without explaining to L.S. the scope of
16 work and did not discuss cost. Respondent's technicians also did not provide a contract or
17 signed any paperwork prior to the performance of the repair work. Prior to departing, the
18 technicians presented L.S. with an invoice contract that did not include required language and
19 notices, had the namestyle "Garage Door Services" with Respondent's license number, and
20 charged L.S. \$1,195.84 for the repair work.

21 80. Later the same day, a technician for Overhead arrived at the L.S. home for the
22 scheduled appointment and this is how L.S. found out that the two technicians that had been in his
23 home earlier were not with Overhead, and that he had been substantially overcharged for the
24 repair work. L.S. had not contacted any other garage door company and the RMO for Overhead
25 confirmed no affiliation with Respondent and had no idea of how Respondent would have known
26 of the appointment L.S. made with Overhead. Respondent engaged in unlawful, unfair or
27 fraudulent business acts or practices when its technicians came to the L.S. home pretending to be
28 representing Overhead.

- 1 a. Subdivision (c)(3)(A): Respondent failed to provide L.S. with a dated and
2 signed contract prior to the commencement of work.
- 3 b. Subdivision (c)(3)(B)(ii): Respondent failed to include the required “Notice of
4 Cancellation” language on the first page of the contract.
- 5 c. Subdivision (c)(4): Respondent failed to include in the contract the statement
6 regarding unconditional claim/lien release for portion of work for which payment was made.
- 7 d. Subdivision (c)(5): Respondent failed to incorporate written change orders as
8 part of the contract.
- 9 e. Subdivision (c)(6): Respondent failed to include in the contract the required
10 notice regarding the owner’s right to require a performance and payment bond.
- 11 f. Subdivision (d)(3): Respondent failed to include the heading “Home
12 Improvement” on the contract.
- 13 g. Subdivision (d)(4): Respondent failed to include the statement advising the
14 homeowner’s right to a completed, signed copy of the contract.
- 15 h. Subdivision (d)(8): Respondent failed to include required notices pertaining to
16 down payments.
- 17 h. Subdivision (d)(9): Respondent failed to include required notices regarding
18 progress payments.
- 19 g. Subdivision (d)(10): Respondent failed to include required statements
20 regarding commencement of work, what constitutes substantial commencement of work, the
21 heading “Approximate Start Date”, and the approximate date on which work would commence.
- 22 h. Subdivision (d)(11): Respondent failed to include the heading, “Approximate
23 Completion Date,” and the approximate date of completion.
- 24 i. Subdivision (e)(2): Respondent failed to include a notice concerning worker’s
25 compensation insurance.
- 26 j. Subdivision (e)(3)(A): Respondent failed to include notices regarding the
27 performance of extra or change order work.

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1 k. Subdivision (e)(4): Respondent failed to provide the required heading regarding
2 mechanic's lien warning.

3 l. Subdivision (e)(5): Respondent failed to provide the required language
4 regarding the Contractor's State License Board.

5 m. Subdivision (e)(6): Respondent failed to provide the required notices and
6 language regarding the "Three-Day Right to Cancel."

7 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

8 **(Unlawful, Unfair or Fraudulent Business Practices)**

9 87. Respondent has subjected its contractor's license to disciplinary action under Code
10 section 17200, in that on the L.S. project, Respondent utilized unfair competition by engaging in
11 unlawful, unfair or fraudulent business practices, as is more fully detailed at paragraphs 28-33 and
12 78-82, which are incorporated here by reference.

13 **ANONYMOUS – CONCERNED CITIZEN**

14 88. On April 29, 2015, the CSLB received an anonymous consumer complaint against
15 Respondent which contained copies of two advertisements. One of the advertisements received is
16 one printed from the internet reflecting Respondent's license number and the namestyle Garage
17 Door Service Co., one of the 52 business names filed with the California Secretary of State which
18 list Respondent as the owner. The second advertisement is from a 2015 publication of Local
19 Flavor Magazine reflecting Respondent's license number and the namestyle Garage Door
20 Services.

21 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

22 **(Used False, Misleading, or Deceptive Advertising)**

23 89. Respondent has subjected its contractor's license to disciplinary action under Code
24 section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce
25 California consumers to enter into a contract for work of improvement, as is more fully detailed at
26 paragraph 88, which is incorporated here by reference.

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1 **TWENTY-NINTH CAUSE FOR DISCIPLINE**

2 **(Unlawful, Unfair or Fraudulent Business Practices)**

3 90. Respondent has subjected its contractor's license to disciplinary action under Code
4 section 17200, in that Respondent utilized unfair competition by engaging in unlawful, unfair or
5 fraudulent business practices, as is more fully detailed at paragraphs 28-33 and 78-82, which are
6 incorporated here by reference.

7 **C.B PROJECT**

8 91. On May 15, 2015, C.B., 79 years old at the time, was experiencing a garage door
9 malfunction at his home located in San Marcos, California, and contacted Respondent from a
10 previous repair invoice. Respondent's technician and unregistered salesperson, Tim Patterson
11 (Patterson), came to the C.B. home and proceeded with the garage door repair without first
12 informing C.B. of the work that would be performed and without providing C.B. with a signed
13 contract prior to the commencement of work. Upon completion of the work, Patterson verbally
14 informed C.B. of the work that had been performed and told C.B. that the contract price was
15 \$2,596. Patterson collected payment from C.B. in the form of a check for the entire amount.
16 Patterson presented C.B. with an iPad for his electronic signature, however, C.B. did not receive a
17 hard copy of the contract from Patterson. C.B. later received a copy of the contract by e-mail
18 from Respondent that contained C.B.'s electronic signature. Respondent entered into a contract
19 with C.B. while Respondent's license was suspended for lack of qualifier.

20 92. On November 19, 2015, a Board industry expert (I.E.) inspected the C.B. home and
21 opined that the garage door motor was not installed to industry standard and that it would cost
22 C.B. \$250 to correct the installation issue. The I.E. also found that the value of the work
23 Respondent performed at the C.B. home was \$1,550. C.B. was charged \$1,046.6 in excess of that
24 amount, not including the assessed \$250 cost to correct the workmanship issue.

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1 **THIRTIETH CAUSE FOR DISCIPLINE**

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

3 93. Respondent has subjected its contractor's license to disciplinary action under Code
4 section 7109(a), in that on the C.B. project, Respondent willfully departed from accepted trade
5 standards for good and workmanlike construction in the following respects:

6 a. Respondent failed to install the garage door motor with rigid diagonal brackets per the
7 manufacturer's specifications.

8 **THIRTY-FIRST CAUSE FOR DISCIPLINE**

9 **(Wilful or Fraudulent Act Injuring Another)**

10 94. Respondent has subjected its contractor's license to disciplinary action under Code
11 section 7116, in that on the C.B. project, Respondent engaged in wilful and fraudulent acts as a
12 contractor in consequence of which C.B. was substantially injured, as is more fully detailed at
13 paragraphs 28-33 and 91-92, which are incorporated here by reference.

14 **THIRTY-SECOND FOR DISCIPLINE**

15 **(Acted as a Contractor While License Suspended)**

16 95. Respondent has subjected its contractor's license to disciplinary action under Code
17 section 7117.5(b), in that on the C.B. project, Respondent acted as a contractor while
18 Respondent's license was suspended, as is more fully detailed at paragraphs 2 and 91, which are
19 incorporated here by reference.

20 **THIRTY-THIRD CAUSE FOR DISCIPLINE**

21 **(Employed Unregistered Salesperson)**

22 96. Respondent has subjected its contractor's license to disciplinary action under Code
23 section 7154, in that Respondent employed unregistered salesperson Tim Patterson to sell the
24 C.B. contract, as is more fully detailed at paragraphs 91-92, which are incorporated here by
25 reference.

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1 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

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

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

6 a. Subdivision (c)(3)(A): Respondent failed to provide a dated and signed contract
7 to the buyer prior to the commencement of work.

8 **R.S. PROJECT**

9 98. On July 2, 2015, R.S., 82 years old at the time, was experiencing a garage door
10 malfunction at his home located in Encinitas, California, and contacted Respondent from a
11 previous repair sticker placed on his garage wall. After conducting an internet search and seeing
12 the negative reviews on Respondent, R.S. called what he believed was a local company, Encinitas
13 Garage Door Repair, to schedule an appointment. R.S. then called Respondent to cancel the
14 appointment with Respondent.

15 99. On the same date, Respondent's technician and unregistered salesperson, Tim
16 Patterson (Patterson), arrived at the R.S. home to perform the garage door repair work. R.S.
17 assumed that the technician was with the second company he called, Encinitas Garage Door
18 Repair. R.S. showed Patterson the broken spring that he wanted repaired. Patterson indicated
19 that he would need to also replace the cable pulley and several other things, and provided an
20 estimate of \$1,200. R.S. declined the extra work and Patterson told R.S. that he would need to
21 change both springs for proper balance and function. After some negotiating on the price, R.S.
22 agreed to have the two springs replaced for the estimated price of \$600. Respondent entered into
23 a verbal contract with R.S. while Respondent's license was suspended. Respondent's technician
24 did not provide R.S. with a contract nor signed paperwork prior to the performance of the work.
25 Upon completion, Patterson collected payment from R.S. in the form of a check for the amount of
26 \$626.70. Patterson asked R.S. to make the check payable to Jimmy's Garage Doors, explaining to

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1 R.S. that the company had just been sold.⁵ Patterson then presented R.S. with an iPad for his
2 electronic signature. R.S. did not receive a hard copy of the contract from Respondent and later
3 received a copy by e-mail, which contained R.S.'s electronic signature. When R.S. reviewed the
4 contract, he realized that Respondent had come to his home to do the work and not the second
5 company he called. Respondent contracted out of namestyle under the name "Garage Door
6 Services" and while its license was suspended. Prior to departing the R.S. residence, Patterson
7 handed R.S. a business card that read, "Tim Patterson City Manager Cell 760-453-6084
8 timpatterson396@gmail.com," and the back of the business card read, "A Dallas Texas Based
9 Company www.garagedoorservice.com." R.S. later provided the CSLB with multiple
10 advertisements by Respondent under different namestyles which included Respondent's CSLB
11 license number.

12 **THIRTY-FIFTH CAUSE FOR DISCIPLINE**

13 **(Wilful or Fraudulent Act Injuring Another)**

14 100. Respondent has subjected its contractor's license to disciplinary action under Code
15 section 7116, in that on the R.S. project, Respondent engaged in wilful and fraudulent acts as a
16 contractor in consequence of which R.S. was substantially injured, as is more fully detailed at
17 paragraphs 28-33 and 98-99, which are incorporated here by reference.

18 **THIRTY-SIXTH FOR DISCIPLINE**

19 **(Acted as a Contractor Under Unlicensed Name)**

20 101. Respondent has subjected its contractor's license to disciplinary action under Code
21 section 7117(a), in that Respondent acted as a contractor out of namestyle, as is more fully
22 detailed at paragraphs 98-99, which are incorporated here by reference.

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27 ⁵ Jimmy's Garage Doors is one of 52 names on file with the California Secretary of State
28 which list Respondent as the business owner.

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THIRTY-SEVENTH CAUSE FOR DISCIPLINE

(Acted as a Contractor While License Suspended)

102. Respondent has subjected its contractor's license to disciplinary action under Code section 7117.5(b), in that on the R.S. project, Respondent acted as a contractor while Respondent's license was suspended, as is more fully detailed at paragraphs 2 and 99, which are incorporated here by reference.

THIRTY-EIGHTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

103. Respondent has subjected its contractor's license to disciplinary action under Code section 7154, in that Respondent employed unregistered salesperson Tim Patterson to sell the R.S. contract, as is more fully detailed at paragraphs 98-99, which are incorporated here by reference.

THIRTY-NINTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Provisions)

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

- a. Subdivision (c)(3)(A): Respondent failed to provide a dated and signed contract to the buyer prior to the commencement of work.

FORTIETH CAUSE FOR DISCIPLINE

(Used False, Misleading, or Deceptive Advertising)

105. Respondent has subjected its contractor's license to disciplinary action under Code section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce consumers such as R.S. to enter into a contract for work of improvement, and whereby R.S. was misled or financially injured, as is more fully detailed at paragraphs 98-99, which are incorporated here by reference.

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1 **S.F. PROJECT**

2 106. On July 20, 2015, the Contractor's State License Board received a complaint from
3 S.F. against Respondent for misleading advertising. S.F. informed the Board that she was in need
4 of garage door service for a garage door malfunction and contacted two garage door services to
5 come out to her home located in Norco, California. One of the companies S.F. contacted was
6 Lifetime Garage Doors, who advertised using Respondent's CSLB license number. S.F. obtained
7 the advertisement from a magazine mailer.

8 107. S.F. contracted for the garage door service with the first company that showed up at
9 her home, Garage Door Services from Chino Hills, #887945. S.F. then called Lifetime Garage
10 Doors to cancel the appointment and this is when she learned that Lifetime Garage Doors was
11 really Global Development Strategies Inc. After canceling her appointment, Respondent
12 contacted S.F. to inquire about her garage door and this time identified itself as Garage Door
13 Services. S.F. became confused because the company she contracted with had a similar business
14 name. S.F. then contacted this company to determine if the call she had received was from them.
15 A worker from the company she contracted with informed S.F. that it was known in the industry
16 that Respondent advertised under many different business names. S.F. explained to the Board
17 investigator that she filed the complaint with the Board because she felt misled as a consumer,
18 that she had never met anyone from Global Development Strategies Inc, dba Garage Door
19 Services, and that she never contracted with them.

20 **FORTY-FIRST CAUSE FOR DISCIPLINE**

21 **(Used False, Misleading, or Deceptive Advertising)**

22 108. Respondent has subjected its contractor's license to disciplinary action under Code
23 section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce
24 consumers such as S.F. to enter into a contract for work of improvement, and whereby S.F. was
25 misled, as is more fully detailed at paragraphs 106-107, which are incorporated here by reference.

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1 **FORTY-SECOND CAUSE FOR DISCIPLINE**

2 **(Unlawful, Unfair or Fraudulent Business Practices)**

3 109. Respondent has subjected its contractor's license to disciplinary action under Code
4 section 17200, in that Respondent utilized unfair competition by engaging in unlawful, unfair or
5 fraudulent business practices, as is more fully detailed at paragraphs 106-107, which are
6 incorporated here by reference.

7 **D.L. PROJECT**

8 110. In or about July of 2015, the CSLB received a complaint from D.L., the RMO of a
9 licensed garage door service. D.L. informed the Board that Respondent was advertising under
10 several different namestyles in the Sacramento, California area, including a namestyle closely
11 resembling D.L.'s duly licensed garage door service company. The advertisements were placed in
12 advertisement magazines and on the internet. D.L. further informed the Board that his company
13 had received many calls from unsatisfied consumers who informed D.L. that Respondent told the
14 consumers that Respondent was part of D.L.'s company. D.L.'s company referred the consumers
15 to the Better Business Bureau and to the CSLB. D.L. provided CSLB with copies of
16 Respondent's multiple illegal advertisements.

17 **FORTY-THIRD CAUSE FOR DISCIPLINE**

18 **(Acted as a Contractor Under Unlicensed Name)**

19 111. Respondent has subjected its contractor's license to disciplinary action under Code
20 section 7117(a), in that Respondent acted as a contractor out of namestyle, as is more fully
21 detailed at paragraph 110, which is incorporated here by reference.

22 **FORTY-FOURTH CAUSE FOR DISCIPLINE**

23 **(Used False, Misleading, or Deceptive Advertising)**

24 112. Respondent has subjected its contractor's license to disciplinary action under Code
25 section 7161(a), in that Respondent used false, misleading, or deceptive advertising to induce
26 consumers to enter into a contract for work of improvement, as is more fully detailed at paragraph
27 110, which is incorporated here by reference.

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1 **FORTY-FIFTH CAUSE FOR DISCIPLINE**

2 **(Unlawful, Unfair or Fraudulent Business Practices)**

3 113. Respondent has subjected its contractor's license to disciplinary action under Code
4 section 17200, in that Respondent utilized unfair competition by engaging in unlawful, unfair or
5 fraudulent business practices, as is more fully detailed at paragraph 110, which is incorporated
6 here by reference.

7 **DISCIPLINARY CONSIDERATIONS**

8 114. To determine the degree of discipline, if any, to be imposed on Respondent,
9 Complainant alleges that on or about June 29, 2015, the Contractors' State License Board issued
10 Citation No. 2 2014 3218 against Respondent for violation of Code section 7027.1 (advertised for
11 construction work at a time when the license was invalid). The Citation is now final and is
12 incorporated by reference as if fully set forth.

13 115. To determine the degree of discipline, if any, to be imposed on Respondent,
14 Complainant further alleges that on or about September 11, 2015, the Contractor's State License
15 Board issued Citation No. 2 2015 1390 against Respondent for violation of Code sections
16 7115/7027.1 (advertised for construction work at a time when the license was invalid), 7117(a)
17 (advertised out of namestyle), and 7117(b) (acted as a contractor while license was suspended).
18 The Citation is now final and is incorporated by reference as if fully set forth.

19 **OTHER MATTERS**

20 116. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 927739
21 issued to Respondent is suspended or revoked by decision of the Registrar, then the Registrar may
22 suspend or revoke without notice, any other license issued in the names of Brandon Arlyn
23 Campbell and/or Marlene Stephens, or for which Brandon Arlyn Campbell and/or Marlene
24 Stephens have furnished the qualifying experience and appearance.

25 117. Pursuant to section 7121 of the Code, if discipline is imposed on license number
26 927739 issued to Respondent, then Brandon Arlyn Campbell shall be prohibited from serving as
27 an officer, director, associate, partner, manager, or qualifying individual, or member of the
28 personnel of record of any licensee during the time the discipline is imposed, and any licensee

1 which employs, elects, or associates Brandon Arlyn Campbell shall be subject to disciplinary
2 action.

3 118. Pursuant to Section 7121.5 of the Code, if discipline is imposed on license number
4 927739 issued to Respondent, Brandon Arlyn Campbell shall be prohibited from serving as an
5 officer, director, associate, partner, manager, or qualifying individual of any licensee during the
6 time the discipline is imposed, whether or not he had knowledge or participated in the acts or
7 omissions constituting grounds for discipline, and any licensee which employs, elects, or
8 associates Brandon Arlyn Campbell shall be subject to disciplinary action.

9 **PRAYER**

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

- 12 1. Revoking or suspending Contractor's License Number 927739 issued to Global
13 Development Strategies, Inc., dba Garage Door Services;
- 14 2. Prohibiting Brandon Arlyn Campbell from serving as an officer, director, associate,
15 partner, or qualifying individual of any licensee during the period that discipline is imposed on
16 license Number 927739 issued to Global Development Strategies, Inc., dba Garage Door
17 Services;
- 18 3. Revoking or suspending any other license for which Brandon Arlyn Campbell is
19 furnishing the qualifying experience or appearance;
- 20 4. Ordering restitution of all damages according to proof suffered by R.T., A.S., E.L.,
21 A.G., L.S., C.B., R.S., S.F., and D.L. as a condition of probation in the event probation is ordered;
- 22 5. Ordering restitution of all damages suffered by R.T., A.S., E.L., A.G., L.S., C.B.,
23 R.S., S.F., and D.L. as a result of Brandon Arlyn Campbell's conduct as a contractor, as a
24 condition of restoration of license Number 927739 issued to Global Development Strategies, Inc.,
25 dba Garage Door Services;
- 26 6. Ordering Global Development Strategies, Inc., dba Garage Door Services, to pay the
27 Registrar of Contractors her costs in the investigation and enforcement of the case according to
28 proof at the hearing, pursuant to Business and Professions Code section 125.3;

1 7. Ordering Global Development Strategies, Inc., dba Garage Door Services, to provide
2 the Registrar with a listing of all contracting projects in progress and the anticipated completion
3 date of each;

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

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6 DATED: 8/16/17



WOOD ROBINSON
Enforcement Supervisor I
Contractors' State License Board
Department of Consumer Affairs
State of California
Complainant TCJ

FILED
AUG 16 2017
CSLB DSS

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