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

12 In the Matter of the Accusation Against:

Case No. N2017-229

13 **MYERS LIFE SOLUTIONS, INC.**
14 **6720 Tyrian Street**
La Jolla, California 92037
15 **ERICK LAWRENCE MYERS, RMO/CEO/PRES.**
16 **Contractor's License No. 988770**

A C C U S A T I O N

Respondent.

18 Complainant alleges:

19 **PARTIES**

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

23 2. On or about November 27, 2013, the Registrar of Contractors ("Registrar") issued
24 Contractor's License Number 988770, classification B (general building contractor), to Myers
25 Life Solutions, Inc. ("Respondent"), with Erick Lawrence Myers as responsible managing officer
26 ("RMO") and chief executive officer/president. The license expired on November 30, 2017, and
27 has not been renewed.

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JURISDICTION

3. Business and Professions Code ("Code") section 7090 provides, in pertinent part, that the Registrar may suspend or revoke any license if the licensee is guilty of or commits any one or more of the acts or omissions constituting cause for disciplinary action.

4. Code section 7095 states, in pertinent part, that the Registrar in making his order may:

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

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

(c) Impose upon the licensee compliance with such specific conditions as may be just in connection with his operations as a contractor disclosed at the hearing, and may further provide

that until such conditions are complied with, no application for restoration of the suspended or revoked license shall be accepted by the Registrar.

5. Code section 7106.5 states that the expiration, cancellation, forfeiture, revocation, or suspension of a license by operation of law or by order or decision of the Registrar or a court of law, or the voluntary surrender of a license by a licensee shall not deprive the Registrar of jurisdiction to proceed with any investigation of or action or disciplinary proceeding against the license, or to render a decision suspending or revoking the license.

6. Code section 7096 states:

For the purposes of this chapter, the term "licensee" shall include an individual, partnership, corporation, limited liability company, joint venture, or any combination or organization licensed under this chapter, and shall also include any named responsible managing officer, responsible managing manager, responsible managing member, or personnel of that licensee whose appearance has qualified the licensee under the provisions of Section 7068.

7. Code section 7097 states:

Notwithstanding the provisions of Sections 7121 and 7122, when any license has been suspended by a decision of the registrar pursuant to an accusation or pursuant to subdivision (b) of Section 7071.17, Section 7085.6 or 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.

1 8. Code section 7098 states:

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

6 9. Code section 7121.5 states:

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

11 **STATUTORY AND REGULATORY PROVISIONS**

12 10. Code section 7028, subdivision (a), states that "[i]t is a misdemeanor for any person
13 to engage in the business or act in the capacity of a contractor within this state without having a
14 license therefor, unless the person is particularly exempted from the provisions of this chapter."

15 11. Code section 7068.1 states, in pertinent part:

16 The person qualifying on behalf of an individual or firm under paragraph
17 (1), (2), or (3) of subdivision (b) of Section 7068 shall be responsible for exercising
18 that direct supervision and control of his or her employer's or principal's construction
19 operations as is necessary to secure full compliance with the provisions of this
20 chapter and the rules and regulations of the board relating to the construction
21 operations . . .

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

23 13. Code section 7109 states:

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

27 (b) A willful departure from or disregard of plans or specifications in any
28 material respect, which is prejudicial to another, without the consent of the owner or
his or her duly authorized representative and without the consent of the person
entitled to have the particular construction project or operation completed in

accordance with such plans or specifications, constitutes a cause for disciplinary action.

14. Code section 7114 states:

(a) Aiding and abetting an unlicensed person to evade the provisions of this chapter or combining or conspiring with an unlicensed person, or allowing one's license to be used by an unlicensed person, or acting as an agent or partner or associate, or otherwise, of an unlicensed person with the intent to evade the provisions of this chapter constitutes a cause for disciplinary action.

(b) A licensee who is found by the registrar to have violated subdivision (a) shall in accordance with the provisions of this article be subject to the registrar's authority to order payment of a specified sum to an injured party, including, but not limited to, payment for any injury resulting from the acts of the unlicensed person.

15. Code section 7115 provides, in pertinent part, that failure in any material respect to comply with the provisions of the Contractors' State License Law (Business and Professions Code § 7000, et seq.), or any rule or regulation adopted pursuant to this chapter, constitutes a cause for disciplinary action.

16. Code section 7117 states:

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

17. Code section 7154 states:

A home improvement contractor who employs a person to sell home improvement contracts while such person is not registered by the registrar as a home improvement salesman as provided in this article [Article 10 (commencing with section 7150) of the Contractors' State License Law], is subject to disciplinary action by the registrar.

18. Code section 7155.5 states:

Violations of any provisions of this chapter by a home improvement salesperson, likewise constitutes a cause for disciplinary action against the contractor, whether or not he or she had knowledge of or participated in the act or omission constituting violations of this chapter.

19. Code section 7159 states, in pertinent part:

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

.....

1 (5) Failure by the licensee . . . to provide the specified information,
2 notices, and disclosures in the contract, or to otherwise fail to comply with any
3 provision of this section, is cause for discipline.

4 (b) For purposes of this section, "home improvement contract" means an
5 agreement, whether oral or written, or contained in one or more documents, between
6 a contractor and an owner or between a contractor and a tenant, regardless of the
7 number of residence or dwelling units contained in the building in which the tenant
8 resides, if the work is to be performed in, to, or upon the residence or dwelling unit of
9 the tenant, for the performance of a home improvement, as defined in Section 7151,
10 and includes all labor, services, and materials to be furnished and performed
11 thereunder, if the aggregate contract price specified in one or more improvement
12 contracts, including all labor, services, and materials to be furnished by the
13 contractor, exceeds five hundred dollars (\$500) . . .

14
15 (d) A home improvement contract and any changes to the contract shall
16 be in writing and signed by the parties to the contract prior to the commencement of
17 work covered by the contract or an applicable change order and, except as provided in
18 paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of
19 the following:

20
21 (10) The contract shall address the commencement of work to be
22 performed in substantially the following form:

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

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

29
30 (4) A notice with the heading "Mechanics Lien Warning" written as
31 follows:

32 "MECHANICS LIEN WARNING:

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

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

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

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

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" . . .

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

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

4 (ii) Subject to the "Seven-Day Right to Cancel," as set forth in paragraph
5 (8).

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

9 (B) "Three-Day Right to Cancel

10 "You, the buyer, have the right to cancel this contract within three
11 business days. You may cancel by e-mailing, mailing, faxing, or delivering a written
12 notice to the contractor at the contractor's place of business by midnight of the third
13 business day after you received a signed and dated copy of the contract that includes
14 this notice. Include your name, your address, and the date you received the signed
15 copy of the contract and this notice.

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

27 20. Code section 7161 states, in pertinent part:

28 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
applicant:

.....

(e) Directly or indirectly publishing any advertisement relating to home
improvements or other works of improvement that contains an assertion,
representation, or statement of fact that is false, deceptive, or misleading, or by any
means advertising or purporting to offer to the general public this improvement work
with the intent not to accept contracts for the particular work or at the price that is
advertised or offered to the public, except that any advertisement that is subject to and
complies with the existing rules, regulations, or guides of the Federal Trade
Commission shall not be deemed false, deceptive, or misleading.

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1 21. Title 16, California Code of Regulations ("CCR"), section 823, subdivision (b),
2 states:

3 For purposes of Section 7068.1 of the Code, "direct supervision and
4 control" includes any one or any combination of the following activities: supervising
5 construction, managing construction activities by making technical and administrative
6 decisions, checking jobs for proper workmanship, or direct supervision on
7 construction job sites.

8 22. Title 16, CCR, section 861 states:

9 As used in Section 7030.5 of the Code, the term "advertising" includes
10 but is not limited to the following: any card, contract proposal, sign, billboard,
11 lettering on vehicles registered in this or any other state, brochure, pamphlet, circular,
12 newspaper, magazine, airwave or any electronic transmission, and any form of
13 directory under any listing denoting "Contractor" or any word or words of a similar
14 import or meaning requesting any work for which a license is required by the
15 Contractors License Law.

16 **COST RECOVERY/RESTITUTION**

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

21 24. Government Code section 11519, subdivision (d), provides, in pertinent part, that the
22 Registrar may require restitution of damages suffered as a condition of probation in the event
23 probation is ordered.

24 **BACKGROUND: HIBRID HOME, LLC**

25 25. On or about June 3, 2015, Hibrid Home, LLC was registered with the Utah Secretary
26 of State as a foreign limited liability corporation, Entity Number 9436220-0161, with its principal
27 place of business listed as 1154 E. Silver Mesa Circle, Sandy, Utah 84094. In or about August
28 2015, George Safonov became a member of Hibrid Home, LLC. On or about September 26,
2016, the limited liability corporation's registration expired.

29 26. On or about June 3, 2015, Hibrid Home, LLC was registered with the Utah Secretary
30 of State as a limited liability corporation, Entity No. 9436220-0111, with its principal place of
31 business listed as 10025 Mesa Rim Road, San Diego, California 92121-2913.

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27. At all times relevant to the charges brought in the Accusation, Hibrid Home, LLC (“Hibrid”) was not a licensed contractor in the States of California or Utah.

C. C. PROJECT

28. In or about June 2016, Roger Delgado ("Delgado") approached C. C. at her residence located on Tuolumne Street in Parlier, California, and gave her a business card identifying him as an "Energy Consultant" for Hibrid. The address of the company was listed as 10025 Mesa Rim Road in San Diego. Delgado represented to C. C. that she could save money on her utilities if she signed up for a government program which helped low-income communities. C. C. agreed to sign Delgado's tablet computer to see if she qualified for the program. C. C. signed the tablet, then provided Delgado with her personal information. Unbeknownst to C. C., she had signed a contract for the installation of a roof-mounted solar energy system at her residence for \$23,085 ("C. C. project"). The contract specified that 19 SunEdison 270 watt solar panels and a SolarEdge SE6000A-US inverter would be installed as well as materials required to "successfully install, commission, and interconnect" the system to the local utility, including, but not limited to, mounting components, wiring, conduit, over current protections, roofing sealant and flashing. The business name listed on the contract was "Myers Life Solutions, Inc. dba Hibridhome" with a business address of 10025 Mesa Rim Road, San Diego. There was no contractor's license number listed on the contract. C. C. never received a copy of the contract from Delgado or any other representative of Hibrid.

29. In or about August 2016, the solar panels were installed on the home.

30. On or about August 25, 2017, C. C.'s daughter, L. C., filed a complaint against Hibrid with the Board. L. C. stated that C. C. wanted the solar panels removed from the home and the roof repaired due to Hibrid's poor workmanship. L. C. also stated that she and her mother contacted Hibrid's headquarters in San Diego. The company promised to send a consultant out to the home, but no one stopped by the residence.

31. On or about March 27, 2017, a Board investigator interviewed L. C. L. C. stated that Hibrid was falsely representing to consumers in her community that they were a government funded program. L. C. provided the investigator with photographs she had taken of various

1 Hibrid employees and their company vehicles. The vehicles had Utah license plates. The
2 business name "Hibrid" was listed on the vehicles with *Respondent's contractor's license*
3 *number*.

4 32. That same day (March 27, 2017), the investigator sent Respondent's RMO, Erick
5 Lawrence Myers ("Myers"), a letter requesting that he provide certain documents to the Board,
6 including copies of all contracts and building department records pertaining to the C. C. project.

7 33. On or about May 26, 2017, Myers met with the investigator and provided her with
8 copies of various documents, including the installation agreement identified in paragraph 28
9 above, an inspection card from the City of Parlier, a notice from Solar Mosaic, Inc. ("Mosaic"),
10 and an installation agreement between C. C. and American Solar Direct dated November 28,
11 2016.¹ The inspection card listed the contractor on the project as Myers Life Solutions. The

12 installation agreement between C. C. and American Solar Direct provided that 19 SunModule
13 Plus SW 285 Mono solar panels were to be installed at C. C.'s home along with a SolarEdge
14 5000A-SU inverter for \$32,282.50. The notice from Mosaic stated that American Solar Direct
15 had "partnered with Mosaic" to provide C. C. with financing and that C. C. had been issued a
16 loan for \$32,282.50.

17 34. That same day (May 26, 2017), the investigator interviewed Myers. Myers stated that
18 he was having trouble getting construction work and placed an advertisement on Craigslist.
19 Myers was contacted by Hibrid and learned that they were based out of Utah and developing their
20 business in California. Myers entered into an agreement with George Safanov and another Hibrid
21 employee, Dover Janis, to become the construction manager for the company sometime in
22 January 2016. Myers was a paid W-2 employee of Hibrid. Myers claimed that Hibrid was
23 supposed to obtain their own contractor's license and list Myers as the qualifier on the license.
24 Myers' responsibilities were to include coming into the office daily to review designs, ensuring
25 that building permits were pulled, and assisting the company when there were problems. Another
26 licensee, an electrical contractor, was hired in the same capacity as Myers because some building

27 ¹ American Solar Direct, Inc. was issued Contractor's License Number 941069,
28 classification 39 (roofing), on December 16, 2009. The contractor's license expired on December
31, 2017.

1 departments would not issue solar permits to a general contractor. Myers admitted that he
2 allowed Hibrid to use his contractor's license and to pull permits using his contractor's license
3 number. Hibrid worked closely with GreenSky and Mosiac for financing. GreenSky stopped
4 working with Hibrid, then Mosaic been involved with the company (Hibrid). Myers admitted that
5 he had no registered home improvement salespersons. Myers claimed that he never performed
6 any of the solar installations. Safanov would find installers who were licensed contractors and
7 had them put together the work crews. If there were workmanship issues, the same contractor
8 was asked to make the repairs. Hibrid was growing rapidly and had several "partnerships" with
9 other companies, including American Solar (American Solar Direct, Inc.), Sunrun (Sunrun, Inc.),
10 and Repower (Repower America, Inc.). Myers claimed that Hibrid eventually "started to
11 unravel" and closed down the business.

12 35. The investigator asked Myers why C. C. appeared to have two contracts on the solar
13 energy system. Myers claimed that he did not know anything about the contracts, but then stated
14 he was aware of the contract with Hibrid.

15 **FIRST CAUSE FOR DISCIPLINE**

16 **(Abandonment)**

17 36. Respondent is subject to disciplinary action pursuant to Code section 7107 in that in
18 or about August 2016, Respondent abandoned the C. C. project without legal excuse leaving the
19 following work incomplete: Respondent failed to have the Authority Having Jurisdiction
20 ("AHJ"), the Parlier Community Development Department, perform a final inspection on the
21 project.

22 **SECOND CAUSE FOR DISCIPLINE**

23 **(Departure from Trade Standards)**

24 37. Respondent is subject to disciplinary action pursuant to Code section 7109,
25 subdivision (a), in that on the C. C. project, Respondent willfully departed from accepted trade
26 standards for good and workmanlike construction in the following material respects:

27 a. Respondent failed to install the conduit from the solar panels to the main panel with a
28 ¾ inch clearance from the roofing material.

1 b. Respondent failed to properly install the lag bolts during the installation of the roof
2 attachments (the lag bolts appeared crooked).

3 c. Respondent cut the area where the roof jack penetrates the roof too wide in diameter.
4 Further, Respondent used an excessive amount of caulking around the hole/penetration (the
5 caulking was installed to close the gap between the conduit and the rubber collar). As a result,
6 the rubber collar for the roof jack does not provide a watertight seal around the conduit.

7 d. Respondent failed to properly cut the roofing material around the roof jack flashing,
8 which could cause buildup of debris and potential water intrusion into the attic.

9 e. Respondent failed to ensure that the solar system was operational in that the 30-amp
10 solar breaker in the main panel, the DC disconnect located on the roof, and the AC disconnect on
11 the inverter were in the "ON" position, but the inverter screen was in "night mode".

12 f. Respondent failed to install the proper size fasteners on the roof during the
13 installation of the solar energy system and as a result, the fasteners penetrated the roof eve area.

14 **THIRD CAUSE FOR DISCIPLINE**

15 **(Disregard of Plans or Specifications)**

16 38. Respondent is subject to disciplinary action pursuant to Code section 7109,
17 subdivision (b), in that on the C. C. project, Respondent willfully departed from or disregarded
18 the plans or specifications, with prejudice to another, without the consent of the owners, or the
19 duly authorized representative and without the consent of the persons entitled to have the
20 particular construction project completed in accordance with such plans or specifications, in the
21 following material respect: Respondent installed 19 SolarWorld 285 watt modules (panels) with
22 a SolarEdge SE5000A-US inverter on C. C.'s roof when, in fact, the contract between Myers Life
23 Solutions, Inc. dba Hibridhome and C. C. called for the installation of 19 SunEdison 270 watt
24 modules and a SolarEdge SE6000A-US inverter.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Aiding and Abetting an Unlicensed Contractor)**

3 39. Respondent is subject to disciplinary action pursuant to Code section 7114 in that on
4 the C. C. project, Respondent aided or abetted, combined or conspired with, allowed
5 Respondent's license to be used by, or acted as agent or partner or associate, of Hibrid Home,
6 LLC, an unlicensed contractor, with the intent to evade the provisions of the Contractors' State
7 License Law.

8 **FIFTH CAUSE FOR DISCIPLINE**

9 **(Failure to Exercise Direct Supervision and Control of**
10 **Respondent's Construction Operations)**

11 40. Respondent is subject to disciplinary action pursuant to Code section 7115 in that on
12 the C. C. project, Respondent's RMO, Myers, failed to exercise direct supervision and control of
13 Respondent's construction operations, in violation of Code section 7068.1, as follows:

14 a. Respondent's RMO, Myers, failed to supervise construction, failed to manage
15 construction activities by making technical and administrative decisions on the project, failed to
16 check the project for proper workmanship, and/or failed to direct supervision on the project.

17 b. Respondent's RMO, Myers, failed to secure Respondent's full compliance with the
18 Contractor's License Law and the rules and regulations of the Board and as such, Respondent's
19 contractor's license is subject to discipline pursuant to Code sections 7107, 7109, 7114,
20 7115/Title 16, CCR, section 7068.1, 7117, 7154, 7159, and 7161, as set forth herein.

21 **SIXTH CAUSE FOR DISCIPLINE**

22 **(Contracting Out of Namestyle)**

23 41. Respondent is subject to disciplinary action pursuant to Code section 7117, as
24 follows:

25 a. **Subdivision (a):** Respondent acted in the capacity of a contractor on the C. C.
26 project using the business name, "Myers Life Solutions, Inc. dba Hibridhome", a name different
27 from that under which Respondent's contractor's license was issued.

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1 b. **Subdivision (b):** Respondent acted in the capacity of a contractor on the C. C.
2 project using personnel who were not listed on Respondent's contractor's license, including, but
3 not limited, George Safanov and/or Dover Janis.

4 **SEVENTH CAUSE FOR DISCIPLINE**

5 **(Unregistered Home Improvement Salesperson)**

6 42. Respondent is subject to disciplinary action pursuant to Code section 7154 in that
7 Respondent employed Roger Delgado to sell a home improvement contract to C. C. when
8 Delgado was not registered with the Board as a home improvement salesperson.

9 **EIGHTH CAUSE FOR DISCIPLINE**

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

11 43. Respondent is subject to disciplinary action pursuant to Code section 7159,
12 subdivision (a)(5), in that on the C. C. project, Respondent failed to comply with provisions of
13 that section, as follows:

14 a. **Subdivision (d)(10)(A):** Respondent failed to include on the contract between Myers
15 Life Solutions, Inc. dba Hibridhome and C. C. a statement describing what constitutes substantial
16 commencement of work under the contract.

17 b. **Subdivision (e)(4):** Respondent failed to include on the contract between Myers Life
18 Solutions, Inc. dba Hibridhome and C. C. the required notice regarding the Mechanics' Lien
19 Warning.

20 c. **Subdivision (e)(5):** Respondent failed to include on the contract between Myers Life
21 Solutions, Inc. dba Hibridhome and C. C. the required notice regarding the Contractors' State
22 License Board.

23 d. **Subdivision (e)(6)(A) and (B):** Respondent failed to include on the contract between
24 Myers Life Solutions, Inc. dba Hibridhome and C. C. the required notice regarding the owner's
25 three-day right to cancel the contract.

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1 **NINTH CAUSE FOR DISCIPLINE**

2 **(False Advertising)**

3 44. Respondent is subject to disciplinary action pursuant to Code section 7161,
4 subdivision (e), in that Respondent directly or indirectly published an advertisement relating to
5 home improvements that contained an assertion, representation, or statement of fact that was
6 false, deceptive, or misleading, as follows: Respondent authorized or allowed its contractor's
7 license number to be advertised on company vehicles belonging to Hibrid Home, LLC, as set
8 forth in paragraph 31 above, when, in fact, Hibrid Homes LLC was a not a licensed contractor in
9 the States of California or Utah.

10 **B. A. PROJECT**

11 45. Complainant incorporates by reference as though fully set forth herein the allegations
12 contained in paragraph 34 above.

13 46. In or about July 2016, Hibrid's home improvement salespeople were going door to
14 door in the City of Parlier, California, attempting to sell solar energy systems to members of the
15 community. Hibrid's sales person, Roberth Quevedo ("Quevedo"), made various visits at B. A.'s
16 residence located on Bigger Street in Parlier, and told her that she would save a lot of money if
17 she had one of Hibrid's solar energy systems installed at her home.

18 47. On or about July 12, 2016, B. A. signed a contract for the installation of a roof-
19 mounted solar energy system at her residence for \$46,105 ("B. A. project"). The contract
20 specified that 34 SunEdison 270 watt solar panels and an SE10000A-US inverter would be
21 installed as well as materials required to "successfully install, commission, and interconnect" the
22 system to the local utility, including, but not limited to, mounting components, wiring, conduit,
23 over current protections, roofing sealant and flashing. The business name listed on the contract
24 was "Myers Life Solutions, Inc. dba Hibridhome" with a business address of 10025 Mesa Rim
25 Road, San Diego. There was no contractor's license number listed on the contract.

26 48. The solar energy system was installed in or about August or September of 2016.
27 B. A. and her daughter, F. A., contacted Hibrid on various occasions and told them that the solar
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1 system energy was not working. B. A. eventually requested that Hibrid cancel the contract, but
2 they refused.

3 49. On or about March 9, 2017, B. A. filed a complaint against Hibrid with the Board.

4 50. On or about April 19, 2017, B. A. sent the Board's investigator a copy of a Solar
5 Power Service Agreement dated July 19, 2016, that had been prepared by Sunrun, Inc.
6 ("Sunrun").² B. A. had signed the agreement on or about July 19, 2016; the agreement was also
7 signed by Quevedo. The agreement provided that Sunrun would install and maintain a solar
8 photovoltaic system at B. A.'s property for a period of 20 years. B. A. would be charged a first
9 year monthly payment of \$221.81 and the amount would increase by 2.9 percent annually for the
10 term of the agreement. The agreement also provided that at the end of the 20-year initial term,
11 Sunrun would remove the solar facility at no cost to B. A. unless she purchased the solar facility
12 at its then fair market value.

13 51. On or about March 20, 2017, the investigator received a letter from Myers. Myers
14 stated the project was approximately 80 percent completed.

15 52. On or about March 27, 2017, the investigator sent Myers a letter requesting that he
16 provide certain documents to the Board, including copies of all contracts and building department
17 records pertaining to the B. A. project.

18 53. On or about May 26, 2017, Myers met with the investigator and provided her with
19 copies of various documents, including copies of the contract between B. A. and Myers Life
20 Solutions, Inc. dba Hibridhome and an application for a building permit. The contract was signed
21 by B. A. and Victor Soto ("Soto"). The contractor was listed on the permit as Myers Life
22 Solutions with Respondent's contractor's license number. The individual who applied for the
23 permit falsely represented that Myers Life Solutions was *an electrical contractor*. The
24 investigator asked Myers why B. A. had two contracts on the project. Myers claimed that he did
25 not know anything about the contracts, but then stated he was aware of the contract with Hibrid.

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28 ² Sunrun, Inc. was issued Contractor's License Number 969975, classification B, on
February 10, 2012. The contractor's license will expire on February 28, 2018, unless renewed.

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1 **THIRTEENTH CAUSE FOR DISCIPLINE**

2 **(Failure to Exercise Direct Supervision and Control of**
3 **Respondent's Construction Operations)**

4 57. Respondent is subject to disciplinary action pursuant to Code section 7115 in that on
5 the B. A. project, Respondent's RMO, Myers, failed to exercise direct supervision and control of
6 Respondent's construction operations, in violation of Code section 7068.1, as follows:

7 a. Respondent's RMO, Myers, failed to supervise construction, failed to manage
8 construction activities by making technical and administrative decisions on the project, failed to
9 check the project for proper workmanship, and/or failed to direct supervision on the project.

10 b. Respondent's RMO, Myers, failed to secure Respondent's full compliance with the
11 Contractor's License Law and the rules and regulations of the Board and as such, Respondent's
12 contractor's license is subject to discipline pursuant to Code sections 7107, 7109, 7114,
13 7115/Title 16, CCR, section 7068.1, 7117, 7154, and 7159, as set forth herein.

14 **FOURTEENTH CAUSE FOR DISCIPLINE**

15 **(Contracting Out of Namestyle)**

16 58. Respondent is subject to disciplinary action pursuant to Code section 7117, as
17 follows:

18 a. **Subdivision (a):** Respondent acted in the capacity of a contractor on the B. A.
19 project using the business name, "Myers Life Solutions, Inc. dba Hibridhome", a name different
20 from that under which Respondent's contractor's license was issued.

21 b. **Subdivision (b):** Respondent acted in the capacity of a contractor on the B. A.
22 project using personnel who were not listed on Respondent's contractor's license, including, but
23 not limited, George Safanov and/or Dover Janis.

24 **FIFTEENTH CAUSE FOR DISCIPLINE**

25 **(Unregistered Home Improvement Salesperson)**

26 59. Respondent is subject to disciplinary action pursuant to Code section 7154 in that
27 Respondent employed Roberth Quevedo and/or Victor Soto to sell a home improvement contract

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1 to B. A. when neither Quevedo nor Soto were registered with the Board as home improvement
2 salespersons.

3 **SIXTEENTH CAUSE FOR DISCIPLINE**

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

5 60. Respondent is subject to disciplinary action pursuant to Code section 7159,
6 subdivision (a)(5), in that on the B. A. project, Respondent failed to comply with provisions of
7 that section, as follows:

8 a. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract between Myers
9 Life Solutions, Inc. dba Hibridhome and B. A. a statement describing what constitutes substantial
10 commencement of work under the contract.

11 b. **Subdivision (e)(4)**: Respondent failed to include on the contract between Myers Life
12 Solutions, Inc. dba Hibridhome and B. A. the required notice regarding the Mechanics' Lien
13 Warning.

14 c. **Subdivision (e)(5)**: Respondent failed to include on the contract between Myers Life
15 Solutions, Inc. dba Hibridhome and B. A. the required notice regarding the Contractors' State
16 License Board.

17 d. **Subdivision (e)(6)(A) and (B)**: Respondent failed to include on the contract between
18 Myers Life Solutions, Inc. dba Hibridhome and B. A. the required notice regarding the owner's
19 three-day right to cancel the contract.

20 **R. C. PROJECT**

21 61. Complainant incorporates by reference as though fully set forth herein the allegations
22 contained in paragraph 34 above.

23 62. In or about July 2016, Hibrid's home improvement salespersons Sandra Garcia
24 ("Garcia") and Jesse Romo ("Romo") approached R. C. at his residence located on Costa Avenue
25 in Parlier, California. Garcia and Romo told R. C. that he could save money on his utilities if he
26 signed up for a "government special" and that his home had been pre-approved for the special.

27 63. On or about July 12, 2016, R. C. signed a contract for the installation of a roof-
28 mounted solar energy system at his residence for \$37,150 ("R. C. project"). The contract

1 specified that 27 SunModule Plus SW 285 Mono solar panels and an SE7600A-US inverter
2 would be installed as well as materials required to "successfully install, commission, and
3 interconnect" the system to the local utility, including, but not limited to, mounting components,
4 wiring, conduit, over current protections, roofing sealant and flashing. The business name listed
5 on the contract was "Myers Life Solutions, Inc. dba Hibridhome" with a business address of
6 10025 Mesa Rim Road, San Diego. There was no contractor's license number listed on the
7 contract.

8 64. The solar energy system was installed in or about July 2016. Later, R. C. made
9 various attempts to contact Garcia because the solar energy system was not working.

10 65. In or about March 2017, R. C. received a letter from Pacific Gas and Electric
11 Company, informing him that the solar energy system installed at the home may not have been
12 properly connected to the grid. R. C. was advised he was prohibited from operating a solar
13 energy system in parallel with the grid that had not been approved by the utility.

14 66. On or about March 8, 2017, R. C. filed a complaint against Myers Life Solutions, Inc.
15 dba Hibridhome with the Board.

16 67. On or about March 27, 2017, the Board investigator sent Myers a letter requesting
17 that he provide certain documents to the Board, including copies of all contracts and building
18 department records pertaining to the R. C. project.

19 68. On or about May 26, 2017, Myers met with the investigator and provided her with
20 copies of various documents, including copies of the contract between R. C. and Myers Life
21 Solutions, Inc. dba Hibridhome and an application for a building permit. The contract was signed
22 by R. C. and Pauline Velas ("Velas). The contractor was listed on the permit as Myers Life
23 Solutions with Respondent's contractor's license number. The individual who applied for the
24 permit falsely represented that Myers Life Solutions was *an electrical contractor*.

25 **SEVENTEENTH CAUSE FOR DISCIPLINE**

26 **(Abandonment)**

27 69. Respondent is subject to disciplinary action pursuant to Code section 7107 in that in
28 or about July 2016, Respondent abandoned the R. C. project without legal excuse leaving the

1 following work incomplete: Respondent failed to obtain permission from R. C.'s utility company
2 to operate the solar energy system.

3 **EIGHTEENTH CAUSE FOR DISCIPLINE**

4 **(Departure from Trade Standards)**

5 70. Respondent is subject to disciplinary action pursuant to Code section 7109,
6 subdivision (a), in that on the R. C. project, Respondent willfully departed from accepted trade
7 standards for good and workmanlike construction in the following material respects:

8 a. Respondent failed to obtain permission from R. C.'s utility company to operate the
9 solar energy system.

10 b. Respondent failed to ensure that the solar energy system was operational in that the
11 inverter AC switch was in the "OFF" position.

12 **NINETEENTH CAUSE FOR DISCIPLINE**

13 **(Aiding and Abetting an Unlicensed Contractor)**

14 71. Respondent is subject to disciplinary action pursuant to Code section 7114 in that on
15 the R. C. project, Respondent aided or abetted, combined or conspired with, allowed
16 Respondent's license to be used by, or acted as agent or partner or associate, of Hibrid Home,
17 LLC, an unlicensed contractor, with the intent to evade the provisions of the Contractors' State
18 License Law.

19 **TWENTIETH CAUSE FOR DISCIPLINE**

20 **(Failure to Exercise Direct Supervision and Control of**

21 **Respondent's Construction Operations)**

22 72. Respondent is subject to disciplinary action pursuant to Code section 7115 in that on
23 the R. C. project, Respondent's RMO, Myers, failed to exercise direct supervision and control of
24 Respondent's construction operations, in violation of Code section 7068.1, as follows:

25 a. Respondent's RMO, Myers, failed to supervise construction, failed to manage
26 construction activities by making technical and administrative decisions on the project, failed to
27 check the project for proper workmanship, and/or failed to direct supervision on the project.

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1 b. Respondent's RMO, Myers, failed to secure Respondent's full compliance with the
2 Contractor's License Law and the rules and regulations of the Board and as such, Respondent's
3 contractor's license is subject to discipline pursuant to Code sections 7107, 7109, 7114,
4 7115/Title 16, CCR, section 7068.1, 7117, 7154, and 7159, as set forth herein.

5 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

6 **(Contracting Out of Namestyle)**

7 73. Respondent is subject to disciplinary action pursuant to Code section 7117, as
8 follows:

9 a. **Subdivision (a):** Respondent acted in the capacity of a contractor on the R. C.
10 project using the business name, "Myers Life Solutions, Inc. dba Hibridhome", a name different
11 from that under which Respondent's contractor's license was issued.

12 b. **Subdivision (b):** Respondent acted in the capacity of a contractor on the R. C.
13 project using personnel who were not listed on Respondent's contractor's license, including, but
14 not limited, George Safanov and/or Dover Janis.

15 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

16 **(Unregistered Home Improvement Salesperson)**

17 74. Respondent is subject to disciplinary action pursuant to Code section 7154 in that
18 Respondent employed Sandra Garcia, Jesse Romo, and/or Pauline Velas to sell a home
19 improvement contract to R. C. when Garcia, Romo and/or Velas were not registered with the
20 Board as home improvement salespersons.

21 **TWENTY-THIRD CAUSE FOR DISCIPLINE**

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

23 75. Respondent is subject to disciplinary action pursuant to Code section 7159,
24 subdivision (a)(5), in that on the R. C. project, Respondent failed to comply with provisions of
25 that section, as follows:

26 a. **Subdivision (d)(10)(A):** Respondent failed to include on the contract between Myers
27 Life Solutions, Inc. dba Hibridhome and R. C. a statement describing what constitutes substantial
28 commencement of work under the contract.

b. **Subdivision (e)(4):** Respondent failed to include on the contract between Myers Life Solutions, Inc. dba Hibridhome and R. C. the required notice regarding the Mechanics' Lien Warning.

c. **Subdivision (e)(5)**: Respondent failed to include on the contract between Myers Life Solutions, Inc. dba Hibridhome and R. C. the required notice regarding the Contractors' State License Board.

d. **Subdivision (e)(6)(A) and (B):** Respondent failed to include on the contract between Myers Life Solutions, Inc. dba Hibridhome and R. C. the required notice regarding the owner's three-day right to cancel the contract.

R. G. PROJECT

76. Complainant incorporates by reference as though fully set forth herein the allegations contained in paragraph 34 above.

77. On or about July 28, 2016, Roger Delgado (“Delgado”), home improvement salesperson for Myers Life Solutions, Inc. dba Hibridhome, entered into a contract with R. G. to install a solar energy system at her residence located on Kelly Avenue in Parlier, California, for approximately \$24,368 (“R. G. project”).

78. Work began on or about August 11, 2016, and was last performed on or about October 25, 2016.

79. On or about March 13, 2017, R. G. filed a complaint with the Board, stating that the project had been abandoned.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Abandonment)

80. Respondent is subject to disciplinary action pursuant to Code section 7107 in that on or about October 25, 2016, Respondent abandoned the R. G. project without legal excuse leaving the following work incomplete: Respondent failed to ensure that the solar energy system was operational.

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TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

81. Respondent is subject to disciplinary action pursuant to Code section 7109, subdivision (a), in that on the R. G. project, Respondent willfully departed from accepted trade standards for good and workmanlike construction in the following material respects:

a. Respondent failed to install the conduit runs for the solar panel system with a $\frac{3}{4}$ inch clearance from the roofing material or metal valleys.

b. Respondent failed to apply sealant on several conduit supports.

TWENTY-SIXTH CAUSE FOR DISCIPLINE

(Aiding and Abetting an Unlicensed Contractor)

82. Respondent is subject to disciplinary action pursuant to Code section 7114 in that on the R. G. project, Respondent aided or abetted, combined or conspired with, allowed Respondent's license to be used by, or acted as agent or partner or associate, of Hibrid Home, LLC, an unlicensed contractor, with the intent to evade the provisions of the Contractors' State License Law.

TWENTY-SEVENTH CAUSE FOR DISCIPLINE

**(Failure to Exercise Direct Supervision and Control of
Respondent's Construction Operations)**

83. Respondent is subject to disciplinary action pursuant to Code section 7115 in that on the R. G. project, Respondent's RMO, Myers, failed to exercise direct supervision and control of Respondent's construction operations, in violation of Code section 7068.1, as follows:

a. Respondent's RMO, Myers, failed to supervise construction, failed to manage construction activities by making technical and administrative decisions on the project, failed to check the project for proper workmanship, and/or failed to direct supervision on the project.

b. Respondent's RMO, Myers, failed to secure Respondent's full compliance with the Contractor's License Law and the rules and regulations of the Board and as such, Respondent's contractor's license is subject to discipline pursuant to Code sections 7107, 7109, 7114, 7115/Title 16, CCR, section 7068.1, 7117, and 7154.

1 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

2 **(Contracting Out of Namestyle)**

3 84. Respondent is subject to disciplinary action pursuant to Code section 7117, as
4 follows:

5 a. **Subdivision (a):** Respondent acted in the capacity of a contractor on the R. G.
6 project using the business name, "Myers Life Solutions, Inc. dba Hibridhome", a name different
7 from that under which Respondent's contractor's license was issued.

8 b. **Subdivision (b):** Respondent acted in the capacity of a contractor on the R. G.
9 project using personnel who were not listed on Respondent's contractor's license, including, but
10 not limited, George Safanov and/or Dover Janis.

11 **TWENTY-NINTH CAUSE FOR DISCIPLINE**

12 **(Unregistered Home Improvement Salesperson)**

13 85. Respondent is subject to disciplinary action pursuant to Code section 7154 in that
14 Respondent employed Roger Delgado to sell a home improvement contract to R. G. when
15 Delgado was not registered with the Board as a home improvement salesperson.

16 **M. M. I. AND E. R. PROJECT**

17 86. Complainant incorporates by reference as though fully set forth herein the allegations
18 contained in paragraph 34 above.

19 87. On or about August 25, 2016, Hibrid's home improvement salesperson, Eloim Romo
20 ("Romo"), approached M. M. L. and E. R. at their residence located on South Constance Avenue
21 in Parlier, California. Romo told M. M. L. and E. R. that he was going door to door to promote a
22 solar energy program which would help members of their community. That same day, M. M. L.
23 and E. R. signed a contract on Romo's iPad for the installation of a roof-mounted solar energy
24 system at their residence for \$32,490 ("M. M. I. and E. R. project"). The contract specified that
25 24 SunModule Plus SW 285 Mono solar panels and an SE6000A-US inverter would be installed
26 as well as materials required to "successfully install, commission, and interconnect" the system to
27 the local utility, including, but not limited to, mounting components, wiring, conduit, over current
28 protections, roofing sealant and flashing. The business name listed on the contract was "Myers

Life Solutions, Inc. dba Hibridhome" with a business address of 10025 Mesa Rim Road, San Diego. There was no contractor's license number listed on the contract.

88. Work began on or about September 20, 2016, and was last performed on or about September 25, 2016. All of the workers who installed the solar energy system had the name "Hibrid" written on their shirts, and the business name "Hibrid" was advertised on their company vehicles.

THIRTIETH CAUSE FOR DISCIPLINE

(Abandonment)

89. Respondent is subject to disciplinary action pursuant to Code section 7107 in that on or about September 25, 2016, Respondent abandoned the M. M. L. and E. R. project without legal excuse leaving the following work incomplete: Respondent failed to ensure that the solar energy system was operational, as set forth in subparagraph 90 (e) below.

THIRTY-FIRST CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

90. Respondent is subject to disciplinary action pursuant to Code section 7109, subdivision (a), in that on the M. M. L. and E. R. project, Respondent willfully departed from accepted trade standards for good and workmanlike construction in the following material respects:

a. Respondent failed to tighten the mid clamp on the west array of solar panels or stripped the mid clamp and failed to replace the part.

b. Respondent failed to properly thread and tighten the squeeze connector entering the rooftop DC junction box.

c. Respondent failed to install the conduit run from the south array of solar panels with a ¾ inch clearance from the roofing material.

d. Respondent failed to install the warning stickers inside the main service panel.

e. Respondent failed to ensure that the solar energy system was operational in that the 40-amp solar breaker located in the main panel and the AC power switch were in the "ON" position and the inverter DC disconnect was in the "OFF" position.

1 **THIRTY-SECOND FOR DISCIPLINE**

2 **(Aiding and Abetting an Unlicensed Contractor)**

3 91. Respondent is subject to disciplinary action pursuant to Code section 7114 in that on
4 the M. M. L. and E. R. project, Respondent aided or abetted, combined or conspired with,
5 allowed Respondent's license to be used by, or acted as agent or partner or associate, of Hibrid
6 Home, LLC, an unlicensed contractor, with the intent to evade the provisions of the Contractors'
7 State License Law.

8 **THIRTY-THIRD CAUSE FOR DISCIPLINE**

9 **(Failure to Exercise Direct Supervision and Control of**
10 **Respondent's Construction Operations)**

11 92. Respondent is subject to disciplinary action pursuant to Code section 7115 in that on
12 the M. M. L. and E. R. project, Respondent's RMO, Myers, failed to exercise direct supervision
13 and control of Respondent's construction operations, in violation of Code section 7068.1, as
14 follows:

15 a. Respondent's RMO, Myers, failed to supervise construction, failed to manage
16 construction activities by making technical and administrative decisions on the project, failed to
17 check the project for proper workmanship, and/or failed to direct supervision on the project.

18 b. Respondent's RMO, Myers, failed to secure Respondent's full compliance with the
19 Contractor's License Law and the rules and regulations of the Board and as such, Respondent's
20 contractor's license is subject to discipline pursuant to Code sections 7107, 7109, 7114,
21 7115/Title 16, CCR, section 7068.1, 7117, 7154, and 7159, as set forth herein.

22 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

23 **(Contracting Out of Namestyle)**

24 93. Respondent is subject to disciplinary action pursuant to Code section 7117, as
25 follows:

26 a. **Subdivision (a):** Respondent acted in the capacity of a contractor on the M. M. L.
27 and E. R. project using the business name, "Myers Life Solutions, Inc. dba Hibridhome", a name
28 different from that under which Respondent's contractor's license was issued.

1 b. **Subdivision (b):** Respondent acted in the capacity of a contractor on the M. M. L.
2 and E. R. project using personnel who were not listed on Respondent's contractor's license,
3 including, but not limited, George Safanov and/or Dover Janis.

4 **THIRTY-FIFTH CAUSE FOR DISCIPLINE**

5 **(Unregistered Home Improvement Salesperson)**

6 94. Respondent is subject to disciplinary action pursuant to Code section 7154 in that
7 Respondent employed Eloim Romo to sell a home improvement contract to M. M. L. and E. R.
8 when Romo was not registered with the Board as a home improvement salesperson.

9 **THIRTY-SIXTH CAUSE FOR DISCIPLINE**

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

11 95. Respondent is subject to disciplinary action pursuant to Code section 7159,
12 subdivision (a)(5), in that on the M. M. L. and E. R. project, Respondent failed to comply with
13 provisions of that section, as follows:

14 a. **Subdivision (d)(10)(A):** Respondent failed to include on the contract a statement
15 describing what constitutes substantial commencement of work under the contract.

16 b. **Subdivision (e)(4):** Respondent failed to include on the contract the required notice
17 regarding the Mechanics' Lien Warning.

18 c. **Subdivision (e)(5):** Respondent failed to include on the contract the required notice
19 regarding the Contractors' State License Board.

20 d. **Subdivision (e)(6)(A) and (B):** Respondent failed to include on the contract the
21 required notice regarding the owner's three-day right to cancel the contract.

22 **OTHER MATTERS**

23 96. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 988770,
24 issued to Myers Life Solutions, Inc., is suspended or revoked, the Registrar may suspend or
25 revoke, without notice, any other license issued in the name of Erick Lawrence Myers or for
26 which Erick Lawrence Myers furnished the qualifying experience or appearance.

27 97. Pursuant to Code section 7121.5, if discipline is imposed on Contractor's License
28 Number 988770, issued to Myers Life Solutions, Inc., Erick Lawrence Myers shall be prohibited

1 from serving as an officer, director, associate, partner, or qualifying individual for any licensee
2 during the time the discipline is imposed, whether or not he had knowledge of or participated in
3 the acts or omissions constituting grounds for discipline, and any licensee which employs, elects
4 or associates Erick Lawrence Myers shall be subject to disciplinary action.

5 **PRAYER**

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

8 1. Revoking or suspending Contractor's License Number 988770, issued to Myers Life
9 Solutions, Inc.;

10 2. Prohibiting Erick Lawrence Myers from serving as an officer, director, associate,
11 partner, manager, qualifying individual, or member of the personnel of record of any licensee

12 during the period that discipline is imposed on Contractor's License Number 988770, issued to
13 Myers Life Solutions, Inc.;

14 3. Revoking or suspending any other license for which Erick Lawrence Myers is
15 furnishing the qualifying experience or appearance;

16 4. Ordering restitution of damages according to proof suffered by C. C., B. A., R. C.,
17 R. G., M. M. I., and E. R.;

18 5. Ordering restitution of all damages suffered by C. C., B. A., R. C., R. G., M. M. I.,
19 and E. R. as a result of Myers Life Solutions, Inc.'s conduct as a contractor as a condition of
20 restoration of Contractor's License Number 988770, issued to Myers Life Solutions, Inc.;

21 6. Ordering Myers Life Solutions, Inc. to pay the Registrar of Contractors his costs in
22 the investigation and enforcement of the case according to proof at the hearing, pursuant to
23 Business and Professions Code section 125.3;

24 7. Ordering Myers Life Solutions, Inc. to provide the Registrar with a listing of all
25 contracting projects in progress and the anticipated completion date of each; and

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

2
3 DATED: 3-8-2018


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

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