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8
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. N2017-393

13 **FRANK HERNANDEZ, SOLE OWNER**
14 **DBA FRANK HERNANDEZ CONSTRUCTION**
730 S. Lyon Street, #413
15 Santa Ana, CA 92705

A C C U S A T I O N

16 **Contractor's License No. 1023698, B**

17 Respondent.

18
19 Complainant alleges:

20 **PARTIES**

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

24 2. On or about February 13, 2017, the Registrar of Contractors (Registrar) issued
25 Contractor's License Number 1023698, Classification B (general building contractor) to Frank
26 Hernandez, doing business as Frank Hernandez Construction (Respondent). The Contractor's
27 License was in full force and effect at all times relevant to the charges brought herein, was

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1 suspended on February 16, 2018 for violation of Business and Professions Code section 7125.2
2 (Worker's Compensation), and will expire on February 28, 2019, unless renewed.

3 JURISDICTION

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

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

10 5. Section 7095 of the Code provides, in pertinent part, that the Registrar in making his
11 order may:

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

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

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

20 6. Section 7097 of the Code states:

21 Notwithstanding the provisions of Sections 7121 and 7122, when any
22 licensee has been suspended by a decision of the registrar pursuant to an
23 accusation or pursuant to subdivision (b) of Section 7071.17, Section 7085.6 or
24 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.

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1 7. Section 7098 of the Code 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'
4 State License Law], any additional license issued under this chapter in the name
5 of the licensee or for which the licensee furnished qualifying experience and
6 appearance under the provisions of Section 7068, may be revoked by the
7 registrar without further notice.

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

12 9. Section 7076.5 of the Code provides, in pertinent part, that the inactive status of a
13 license shall not bar any disciplinary action for violating provisions of the Contractors' State
14 License Law (Bus. & Prof. Code, " 7000, et seq.).

15 10. Section 7121 of the Code states:

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

 11. Section 7121.5 of the Code states:

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

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

6

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

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

14 "MECHANICS LIEN WARNING:

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

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

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

28 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).

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

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

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

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

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

17 For more information:

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

19 Call CSLB at 800-321-CSLB (2752)

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

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

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

24 (ii) Subject to the "Seven-Day Right to Cancel," as set forth in paragraph
25 (7).

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

(B) "Three-Day Right to Cancel.

29 You, the buyer, have the right to cancel this contract within three business
30 days. You may cancel by e-mailing, mailing, faxing, or delivering a written
31 notice to the contractor at the contractor's place of business by midnight of the
32 third business day after you received a signed and dated copy of the contract
33 that includes this notice. Include your name, your address, and the date you
34 received the signed copy of the contract and this notice.

35 If you cancel, the contractor must return to you anything you paid within
36 10 days of receiving the notice of cancellation. For your part, you must make
37 available to the contractor at your residence, in substantially as good condition
38 as you received them, goods delivered to you under this contract or sale. Or,
39 you may, if you wish, comply with the contractor's instructions on how to
40 return the goods at the contractor's expense and risk. If you do make the goods

1 available to the contractor and the contractor does not pick them up within 20
2 days of the date of your notice of cancellation, you may keep them without any
3 further obligation. If you fail to make the goods available to the contractor, or if
4 you agree to return the goods to the contractor and fail to do so, then you
5 remain liable for performance of all obligations under the contract."

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

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

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

11 (iii) The owner acknowledges receipt of the notice by signing and dating
12 the notice form in the signature space.

13 (iv) The notice is written in the same language, e.g., Spanish, as that
14 principally used in any oral sales presentation.

15 (v) The notice may be attached to the contract if the contract includes, in
16 at least 12-point boldface type, a checkbox with the following statement: "The
17 law requires that the contractor give you a notice explaining your right to
18 cancel. Initial the checkbox if the contractor has given you a "Notice of the
19 Three-Day Right to Cancel."

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

25 "Notice of Cancellation"

26 enter date of transaction/

27 _____
28 (Date)

"You may cancel this transaction, without any penalty or obligation,
within three business days from the above date.

If you cancel, any property traded in, any payments made by you under
the contract or sale, and any negotiable instrument executed by you will be
returned within 10 days following receipt by the seller of your cancellation
notice, and any security interest arising out of the transaction will be canceled.

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

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

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

11 I hereby cancel this transaction. _____ (Date)

12 _____ (Buyer's signature)

13 16. Section 7159.5 of the Code states:

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

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

21

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

25

26 COST RECOVERY

27 17. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
28 administrative law judge to direct a licentiate found to have committed a violation or violations of
the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
included in a stipulated settlement.

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SIG/POWAY PROJECT

18. On May 2, 2017, N.D., President and CEO of Sterling Investment Group Inc. (SIG) entered into a written contract with Frank Hernandez, dba Frank Hernandez Construction (Respondent), to remodel a SIG property located in Poway, California (SIG/Poway project), for the contract price of \$42,500. SIG provided the written contract that was entered into between the parties. Respondent failed to provide SIG with a written home improvement contract prepared by Respondent. The scope of the work included interior and exterior renovations, demolition, landscaping, painting, kitchen, guest and master bathrooms, bedrooms, room addition, plumbing, electrical, HVAC, and debris hauling. On May 3, 2017, Respondent requested and received from SIG a \$3,000 down payment, an amount in excess of the amount allowed by law.

19. Work commenced on or about May 4, 2017. On May 5, 2017, Respondent requested and received a progress payment from SIG in the amount of \$9,750. Work continued until May 10, 2017, when the City of Poway issued a stop order because a permit was not pulled prior to the commencement of work.¹ At this point, Respondent stepped away from the job, stating that he was not aware a permit was required and that he did not want to work on the project without a permit. However, paragraph 4 of the contract states, in pertinent part, that "The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed." Work was last performed by Respondent on the SIG/Poway project on May 10, 2017. A permit was ultimately obtained for the SIG/Poway project by SIG as owner-builder.² Respondent was paid a total of \$12,750 for the SIG/Poway project. A financial injury was not determined.

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¹ In addition to the lack of permit, the stop order included the need to investigate a neighbor's complaint to the City of Poway regarding a boundary issue with the neighboring property. This delayed the issuance of the permit. The boundary issue was subsequently cleared.

² After the City of Poway issued the stop order, Respondent began working on another SIG property located in Vista, California. The parties agreed to move partial funds from the Poway project to the SIG/Vista project. The SIG/Vista project generated complaint No. SF-2017-1251.

1 20. On or about August 15, 2017, Respondent placed a mechanic's lien on the SIG/
2 Poway project in the amount of \$29,750, and subsequently filed a Release of the lien.

3 **FIRST CAUSE FOR DISCIPLINE**

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

5 21. Respondent has subjected his contractor's license to disciplinary action under Code
6 section 7110 in that Respondent willfully or deliberately disregarded building laws when he failed
7 to obtain building permits from the City of Poway prior to the commencement of work on the
8 SIG/Poway project.

9 **SECOND CAUSE FOR DISCIPLINE**

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

11 22. Respondent has subjected his contractor's license to disciplinary action under Code
12 section 7159, in that on the SIG/Poway project, Respondent failed to comply with provisions of
13 that section, as follows:

14 a. Subdivision (d): Respondent failed to provide N.D. with a written contract for
15 the SIG/Poway project.

16 **THIRD CAUSE FOR DISCIPLINE**

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

18 23. Respondent has subjected his contractor's license to disciplinary action under Code
19 section 7159.5, in that on the SIG/Poway project, Respondent failed to comply with the
20 provisions of that Code, as follows:

21 a. Subdivision (a)(3): On May 3, 2017, Respondent requested and received a down
22 payment of \$3,000, an amount in excess of \$1,000 or 10 percent of the contract price, whichever
23 is less.

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1 27. On or about August 15, 2017, Respondent placed a mechanic's lien on the SIG/Vista
2 property in the amount of \$20,700 and subsequently filed a Release of the lien.

3 **FOURTH CAUSE FOR DISCIPLINE**

4 **(Abandonment)**

5 28. Respondent has subjected his contractor's license to disciplinary action under Code
6 section 7107, in that Respondent abandoned the SIG/Vista project without legal excuse, leaving
7 work incomplete or not performed, as follows:

8 a. Respondent failed to complete Phase 3 when he failed to install real estate sign, finish
9 tiling bathrooms, install kitchen cabinets and granite, and finish interior painting.

10 b. Respondent failed to complete Phase 4 when he failed to complete landscape,
11 complete carpet installation, complete plumbing and electrical trim, install appliances, and
12 perform final cleanup.

13 c. Respondent failed to complete Phase 5 when he failed to complete the final punch
14 list.

15 **FIFTH CAUSE FOR DISCIPLINE**

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

17 29. Respondent has subjected his contractor's license to disciplinary action under Code
18 section 7110 in that Respondent willfully or deliberately disregarded building laws when he failed
19 to obtain building permits from the City of Vista prior to the commencement of work on the
20 SIG/Vista project.

21 **SIXTH CAUSE FOR DISCIPLINE**

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

23 30. Respondent has subjected his contractor's license to disciplinary action under Code
24 section 7159, in that on the SIG/Vista project, Respondent failed to comply with provisions of
25 that section, as follows:

26 a. Subdivision (d): Respondent failed to provide SIG with a written contract for
27 the SIG/Vista project.

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E.G. PROJECT

31. On June 19, 2017, E.G. entered into a written contract with Frank Hernandez, dba Frank Hernandez Construction (Respondent), to perform a bathroom remodel at the E.G. home located in San Diego, California, for the contract price of \$5,450. The contract failed to include required language and notices. Respondent requested and received from E.G. a down payment of \$2,040, an amount in excess of the amount allowed by law. The scope of work included the removal of existing soffit, can lights, tile around the tub, flooring, vanity and toilet; and the installation of new tile around tub, sink, can lights, pocket door, toilet, shower/vanity, faucet hardware, and paint with texture to match existing texture. Two verbal change orders were entered into, to remove the installation of the pocket door from the scope of work, and for additional plumbing work. Respondent failed to reduce both of these change orders to writing.

32. Work commenced on June 19, 2017. Per the contract, work was to be completed by July 5, 2017, and Respondent failed to meet the date of completion. On July 8, 2017, E.G. informed Respondent about several workmanship issues and gave Respondent until July 13, 2017, to correct the workmanship. Respondent returned to the property from July 10, 2017 to July 14, 2017, and attempted to address the workmanship issues, to no avail. On July 14, 2017, E.G. had a different contractor, Bill Howe Plumbing, come to the project and walk Respondent through all of the issues with the job performed by Respondent. Respondent accepted responsibility for the poor workmanship and was subsequently dismissed by E.G.'s husband, G.G. By this time, Respondent had been paid \$4,540, with only \$910 remaining to be paid on the contract and with a considerable number of workmanship defects still pending. E.G. had another contractor come out to inspect the job. The correcting contractor provided E.G. with a report regarding Respondent's workmanship and E.G. entered into a contract with the correcting contractor in the amount of \$7,175 to correct and complete Respondent's work.

33. E.G. and Respondent filed civil lawsuits against each other. A financial injury was not determined.

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1 **SEVENTH CAUSE FOR DISCIPLINE**

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

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

- 6 a. Respondent failed to install cement board underneath the floor tile.
- 7 b. Respondent failed to properly install the wall tile and the tile was not level.
- 8 c. Respondent installed the tile around the tub in an uneven fashion, which prevented
9 the shower door from being installed flush.
- 10 d. Respondent attempted to use an adapter for two sinks that was not per code.
- 11 e. Respondent failed to securely mount the vanity to the wall.
- 12 f. Respondent failed to re-route the rough-in plumbing and instead used an adapter; a
13 hole should have been cut in the drywall and the drain/supply lines should have each housed their
14 respective plumbing.
- 15 g. Respondent failed to raise the flange to accommodate higher tile flooring, which
16 resulted in the toilet leaking when flushed.
- 17 h. Respondent anchored the mirrors to the drywall instead of utilizing a stud behind the
18 wallboard.
- 19 i. Respondent improperly mounted electrical and light switches/faceplates.

20 **EIGHTH CAUSE FOR DISCIPLINE**

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

22 35. Respondent has subjected his contractor's license to disciplinary action under Code
23 section 7159, in that on the E.G. project, Respondent failed to comply with provisions of that
24 section, as follows:

- 25 a. Subdivision (c)(5): Respondent failed to provide E.G. with written change
26 orders.
- 27 b. Subdivision (e)(4): Respondent failed to provide the required heading of
28 mechanic's lien warning and the language required by law.

1 c. Subdivision (e)(5): Respondent failed to provide the required notice within the
2 contract regarding the Contractor's State License Board.

3 d. Subdivision (e)(6)(B): Respondent failed to provide the language of the
4 "Three-Day Right to Cancel" as required by law.

5 **NINTH CAUSE FOR DISCIPLINE**

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

7 36. Respondent has subjected his contractor's license to disciplinary action under Code
8 section 7159.5, in that on the E.G. project, Respondent failed to comply with the provisions of
9 that Code, as follows:

10 a. Subdivision (a)(3): On or about June 19, 2017, Respondent requested and received
11 from E.G. a down payment of \$2,040, an amount in excess of \$1,000 or 10 percent of the contract
12 price, whichever is less.

13 **OTHER MATTERS**

14 37. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 1023698
15 issued to Frank Hernandez, dba Frank Hernandez Construction, is suspended or revoked by
16 decision of the Registrar, then the Registrar may suspend or revoke without notice, any other
17 license issued in the name of Frank Hernandez, or for which Frank Hernandez has furnished the
18 qualifying experience and appearance.

19 38. Pursuant to section 7121 of the Code, if discipline is imposed on Contractor's License
20 Number 1023698 issued to Frank Hernandez, dba Frank Hernandez Construction, then Frank
21 Hernandez shall be prohibited from serving as an officer, director, associate, partner, manager, or
22 qualifying individual, or member of the personnel of record of any licensee during the time the
23 discipline is imposed, and any licensee which employs, elects, or associates Frank Hernandez
24 shall be subject to disciplinary action.

25 39. Pursuant to section 7121.5 of the Code, if discipline is imposed on Contractor's License
26 Number 1023698 issued to Frank Hernandez, dba Frank Hernandez Construction, then Frank
27 Hernandez shall be prohibited from serving as an officer, director, associate, partner, manager, or
28 qualifying individual of any licensee during the time the discipline is imposed, whether or not he

1 had knowledge or participated in the acts or omissions constituting grounds for discipline, and
2 any licensee which employs, elects, or associates Frank Hernandez shall be subject to disciplinary
3 action.

4 40. Frank Hernandez, while serving as sole owner of Respondent, had knowledge of, or
5 participated in the acts or omissions constituting grounds for discipline.

6 **PRAYER**

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

9 1. Revoking or suspending Contractor's License Number 1023698 issued to Frank
10 Hernandez, dba Frank Hernandez Construction;

11 2. Prohibiting Frank Hernandez from serving as an officer, director, associate, partner,
12 or qualifying individual of any licensee during the period that discipline is imposed on
13 Contractor's License Number 1023698 issued to Frank Hernandez, dba Frank Hernandez
14 Construction;

15 3. Revoking or suspending any other license for which Frank Hernandez is furnishing
16 the qualifying experience or appearance;

17 4. Ordering Frank Hernandez to pay the Registrar of Contractors costs for the
18 investigation and enforcement of the case according to proof at the hearing, pursuant to Business
19 and Professions Code section 125.3;

20 5. Ordering Frank Hernandez to provide the Registrar with a listing of all contracting
21 projects in progress and the anticipated completion date of each;

22 6. Taking such other and further action as deemed necessary and proper.

23
24 DATED: 11-14-2018

25 **FILED**

26 NOV 14 2018

27 **CSLB DSS**

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