

BEFORE THE
REGISTRAR OF CONTRACTORS
CONTRACTORS STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

VICTOR R CONSTRUCTION,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, SOLE OWNER

Contractor's License No. 952619,

Respondent.

CASE NO. N2018-242

ORDER TO ADOPT
DEFAULT DECISION

[Gov. Code, § 11520]

GAMEZ BUILDERS, INC.,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, RMO,
JORGE ANTONIO GAMEZ, OFFICER

Contractor's License No. 1038969

Affiliated Party.

The attached Default Decision is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter.

Contractor's License Number **952619** issued to **VICTOR R CONSTRUCTION** is revoked.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of the Code of Regulations, title 16, Respondent License **VICTOR R CONSTRUCTION** Contractor's License No. **952619**, shall not apply for reissuance or reinstatement of said license for one year(s) from the effective date of this Decision.

IT IS FURTHER ORDERED that Respondent shall pay restitution in the amount of \$45,000.00. This amount is to be paid prior to issuance of a new or reinstated license pursuant to Business and Professions Code section 7102.

IT IS FURTHER ORDERED that unless **VICTOR RAUL GOMEZ**, disassociates from **GAMEZ BUILDERS, INC.**, on or before the effective date of this Decision, License Number **1038969** shall be revoked pursuant to and in accordance with Sections 7097 and 7098 of the Contractors' License Law.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on July 15, 2019.

IT IS SO ORDERED June 14, 2019.



David Fogt
Registrar of Contractors

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DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

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**VICTOR R CONSTRUCTION,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, SOLE OWNER**

DEFAULT DECISION

Contractor's License No. 952619

Respondent.

GAMEZ BUILDERS, INC.,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, RMO,
JORGE ANTONIO GAMEZ, OFFICER

[Gov. Code, §11520]

Contractor's License No. 1038969

Affiliated Party.

FINDINGS OF FACT

26 1. On or about March 14, 2019, Accusation No. N2018-242 was filed against Victor R.
27 Construction, Victor Raul Gomez, Sole Owner (Respondent) before the Registrar of Contractors
28 (Registrar) for the Contractors' State License Board (Board). (Accusation attached as Exhibit A.)

1 2. On or about September 22, 2010, the Registrar issued Contractor's License No.
2 952619 to Respondent. The Contractor's License was in full force and effect at all times relevant
3 to the charges brought in Accusation No. N2018-242 and will expire on October 31, 2021, unless
4 renewed

5 3. On or about March 21, 2019, Respondent was served by Certified and First Class
6 Mail copies of the Accusation No. N2018-242, Statement to Respondent, Notice of Defense,
7 Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6,
8 and 11507.7) at Respondent's address of record which, pursuant to Business and Professions
9 Code section 136, is required to be reported and maintained with the Board. Respondent's
10 address of record was and is: P.O. Box 512884, Los Angeles, CA 90051.

11 4. Service of the Accusation was effective as a matter of law under the provisions of
12 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
13 124.

14 5. Government Code section 11506(c) states, in pertinent part:
15 (c) The respondent shall be entitled to a hearing on the merits if the respondent
16 files a notice of defense . . . and the notice shall be deemed a specific denial of all
17 parts of the accusation . . . not expressly admitted. Failure to file a notice of defense . . .
18 shall constitute a waiver of respondent's right to a hearing, but the agency in its
19 discretion may nevertheless grant a hearing.

20 6. The Registrar takes official notice of the Board's records and the fact that Respondent
21 failed to file a Notice of Defense within 15 days after service upon him of the Accusation, and
22 therefore waived his right to a hearing on the merits of Accusation No. N2018-242.

23 7. California Government Code section 11520(a) states, in pertinent part:

24 (a) If the respondent either fails to file a notice of defense . . . or to appear at
25 the hearing, the agency may take action based upon the respondent's express
26 admissions or upon other evidence and affidavits may be used as evidence without
27 any notice to respondent.

28 8. Pursuant to its authority under Government Code section 11520, the Registrar finds
29 Respondent is in default. The Registrar will take action without further hearing and, based on the
30 relevant evidence contained in the Default Decision Investigatory Evidence Packet in this matter,
31 as well as taking official notice of all the investigatory reports, exhibits and statements contained

1 therein on file at the Board's offices regarding the allegations contained in Accusation No.
2 N2018-242, finds that the charges and allegations in Accusation No. N2018-242, are separately
3 and severally, found to be true and correct by clear and convincing evidence.

4 9. The Registrar finds that the actual costs for investigation and prosecution are
5 \$1,303.47 as of April 22, 2019.

6 10. The Registrar finds that the loss to F.S. caused by the acts or omissions of
7 Respondent is \$45,000.00.

DETERMINATION OF ISSUES

9 1. Based on the foregoing findings of fact, Respondent Victor R Construction, Victor
10 Raul Gomez, Sole Owner has subjected his Contractor's License No. 952619 to discipline.
11 2. The agency has jurisdiction to adjudicate this case by default.
12 3. The Registrar of Contractors is authorized to revoke Respondent's contractor's license
13 based upon the following violations alleged in the Accusation which are supported by the
14 evidence contained in the Default Decision Investigatory Evidence Packet in this case:

15 a. Business and Professions Code section 7109, subdivision (a), in that on the Paseo
16 Nuevo Drive Project, Respondent willfully departed from accepted trade standards for good and
17 workmanlike construction.

18 b. Business and Professions Code section 7113, in that on the Paseo Nuevo Drive
19 Project, Respondent failed in a material respect to complete the project for the price stated in the
20 contract.

21 c. Business and Professions Code section 7125.4, subdivision (a), in that on the Paseo
22 Nuevo Drive Project, Respondent maintained a false Exemption Certificate from Workers'
23 Compensation Insurance with the Board.

24 d. Business and Professions Code section 7154, subdivision (d), in that on the Paseo
25 Nuevo Drive Project, Respondent employed an unregistered home improvement salesperson.

26 e. Business and Professions Code section 7159, in that on the Paseo Nuevo Drive
27 Project, Respondent violated home improvement contract drafting requirements.

1 f. Business and Professions Code section 7159.5, subdivision (a)(3), in that on the
2 Pasco Nuevo Drive Project, Respondent charged a down payment in excess of one thousand
3 dollars (\$1,000) or ten percent (10%) of the contract amount.

4 4. Pursuant to Business and Professions Code section 7122.5, the performance by an
5 individual, partnership, corporation, limited liability company, firm, or association of an act or
6 omission constituting a cause for disciplinary action constitutes a cause for disciplinary action
7 against a licensee who at the time that the act or omission occurred was the qualifying individual
8 of that individual, partnership, corporation, limited liability company, firm, or association,
9 whether or not he or she had knowledge of or participated in the prohibited act or omission.
10 Therefore, pursuant to section 7122.5, Victor Raul Gomez, Sole Owner, is subject to discipline
11 regardless of whether or not he had knowledge of or participated in the act(s) or omissions(s) in
12 Accusation No. N2018-242.

REGISTRAR OF CONTRACTORS
CONTRACTORS' STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS

18 53357791.DOCX
DOJ Matter ID:LA2019600205

19 Attachment:
20 Exhibit A: Accusation

Exhibit A

Accusation

1 XAVIER BECERRA
2 Attorney General of California
3 LINDA K. SCHNEIDER
4 Senior Assistant Attorney General
5 THOMAS L. RINALDI
6 Supervising Deputy Attorney General
7 State Bar No. 206911
8 300 So. Spring Street, Suite 1702
9 Los Angeles, CA 90013
10 Telephone: (213) 269-6310
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12 *Attorneys for Complainant*

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BEFORE THE
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CONTRACTORS' STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Case No. N2018-242

VICTOR R. CONSTRUCTION,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, SOLE OWNER

ACCUSATION

Contractor's License No. 952619,
Respondent.

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GAMEZ BUILDERS, INC.,
P.O. Box 512884
Los Angeles, CA 90051
VICTOR RAUL GOMEZ, RMO,
JORGE ANTONIO GAMEZ, OFFICER

Contractor's License No. 1038969
Affiliated Party.

Complainant alleges:

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PARTIES

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

License Histories

Victor R Construction

7 2. On or about September 22, 2010, the Registrar of Contractors (Registrar) issued
8 Contractor's License No. 952619 to Victor R Construction, Victor Raul Gomez, Sole Owner
9 (Respondent). The Contractor's License was in full force and effect at all times relevant to the
10 charges brought herein and will expire on October 31, 2021, unless renewed.

Gamez Builders, Inc.

12 3. On or about May 3, 2018, the Registrar issued Contractor's License No. 1038969 to
13 Gamez Builders, Inc., Victor Raul Gomez, RMO, Jorge Antonio Gamez, Officer (Affiliated
14 Party). The Contractor's License was in full force and effect at all times relevant to the charges
15 brought herein and will expire on May 31, 2020, unless renewed.

JURISDICTION

17 4. This Accusation is brought before the Registrar for the Board under the authority of
18 the following laws. All section references are to the Business and Professions Code unless
19 otherwise indicated.

20 5. Section 118, subdivision (b) provides, in pertinent part, that the expiration of a license
21 shall not deprive the Registrar of jurisdiction to proceed with a disciplinary action during the
22 period within which the license may be renewed, restored, reissued or reinstated. Under section
23 7076.1, the Registrar may reinstate a cancelled license if the licensee pays all of the fees and
24 meets all of the qualifications and requirements for obtaining an original license.

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

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

4 8. Section 7095 states that the Registrar in making his order may:

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

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

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

13 9. Sections 7097 and 7098 provide that when any license has been suspended or revoked
14 following a hearing, the Registrar may suspend or revoke any additional license issued in the
15 name of the licensee or for which the licensee furnished qualifying experience and appearance
16 under the provisions of 7068, without further notice.

17 10. Section 7106.5 provides, in pertinent part, that the expiration, cancellation, forfeiture,
18 or suspension of a license by operation of law or by order or decision of the registrar, or a court of
19 law, or the voluntary surrender of the license shall not deprive the registrar of jurisdiction to
20 proceed with any investigation of or action or disciplinary proceeding against the license, or to
21 render a decision suspending or revoking the license.

22 11. Section 7121 states:

23 "A person who has been denied a license for a reason other than failure to document
24 sufficient satisfactory experience for a supplemental classification for an existing license, or who
25 has had his or her license revoked, or whose license is under suspension, or who has failed to
26 renew his or her license while it was under suspension, or who has been a partner, officer,
27 director, manager, or associate of any partnership, corporation, limited liability company, firm, or
28 association whose application for a license has been denied for a reason other than failure to

1 document sufficient satisfactory experience for a supplemental classification for an existing
2 license, or whose license has been revoked, or whose license is under suspension, or who has
3 failed to renew a license while it was under suspension, and while acting as a partner, officer,
4 director, manager, or associate had knowledge of or participated in any of the prohibited acts for
5 which the license was denied, suspended, or revoked, shall be prohibited from serving as an
6 officer, director, associate, partner, manager, qualifying individual, or member of the personnel of
7 record of a licensee, and the employment, election, or association of this type of person by a
8 licensee in any capacity other than as a nonsupervising bona fide employee shall constitute
9 grounds for disciplinary action."

10 12. Section 7121.5 states:

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

18 STATUTORY PROVISIONS

19 13. Section 7109 states, in pertinent part:

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

24 14. Section 7113 states that "[f]ailure in a material respect on the part of a licensee to
25 complete any construction project or operation for the price stated in the contract for such
26 construction project or operation or in any modification of such contract constitutes a cause for
27 disciplinary action."

28 //

15. Section 7125.4 states, in pertinent part:

16. "(a) The filing of the exemption certificate prescribed by this article that is false, or the
17. employment of a person subject to coverage under the workers' compensation laws after the
18. filing of an exemption certificate without first filing a Certificate of Workers' Compensation
19. Insurance or Certification of Self-Insurance in accordance with the provisions of this article, or
20. the employment of a person subject to coverage under the workers' compensation laws without
21. maintaining coverage for that person, constitutes cause for disciplinary action."

22. 16. Section 7154 states, in pertinent part:

23.

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

27. 17. Section 7159 states, in pertinent part:

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

31.

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

35.

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

39.

40. "(4) The contract shall include a statement that, upon satisfactory payment being made for
41. any portion of the work performed, the contractor, prior to any further payment being made, shall
42. furnish to the person contracting for the home improvement or swimming pool work a full and

1 unconditional release from any potential lien claimant claim or mechanics lien authorized
2 pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which
3 payment has been made.

4

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

8

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

13

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

17 “(A) The heading: “Downpayment.”

18

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

21 “(A) A statement that describes what constitutes substantial commencement of work under
22 the contract,

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

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

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

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

28 “(B) The approximate date of completion.

1
2 "(e) Except as provided in paragraph (8) of subdivision (a) of Section 7159.5, all of the
3 following notices shall be provided to the owner as part of the contract form as specified or, if
4 otherwise authorized under this subdivision, may be provided as an attachment to the contract;

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

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

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

15 "...
16 "(4) A notice with the heading "Mechanics Lien Warning" written as follows:

17 "MECHANICS LIEN WARNING:

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

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

23 To preserve their right to record a lien, each subcontractor and material supplier must
24 provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose
25 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.

26 BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor
27 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.

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

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

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

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

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

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

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

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

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

28 For more information:
29 Visit CSLB's Internet Web site at www.csrb.ca.gov
30 Call CSLB at 800-321-CSLB (2752)
31 Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

32 "(6)

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

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

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

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

4 "(B) "Three-Day Right to Cancel

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

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

18 18. Section 7159.5 states, in pertinent part:

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

23 "(a) Failure by the licensee or a person subject to be licensed under this chapter, or by his
24 or her agent or salesperson to comply with the following provisions is cause for discipline:
25

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

28 PASEO NUEVO DRIVE PROJECT

29 19. On or about December 27, 2015, Respondent, through its unregistered salesperson,
30 Kian Kadikhodazadeh, entered into a written contract with F.S. to re-roof his home and change
31 four windows at his residence, located at Paseo Nuevo Drive, Tarzana, CA 91356 for the amount
32 of \$35,500, which included a change order to add a flat section of roof over the master bedroom

1 and bath and brace a damaged ceiling joist with new external supporting posts (Paseo Nuevo
2 Drive Project). Respondent requested and received \$10,000 as a down payment. Work began on
3 or about January 2, 2016 and ended on or about February 12, 2016. Respondent was paid in full
4 on the project. The homeowner was subsequently required to hire correcting and completion
5 contractors to correct/complete work required under the contract leaving a financial injury of
6 \$45,000.

7 **FIRST CAUSE FOR DISCIPLINE**

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

9 20. Respondent is subject to disciplinary action under section 7109, subdivision (a), in
10 that on the Paseo Nuevo Drive Project, Respondent willfully departed from accepted trade
11 standards for good and workmanlike construction in that a gravel roof system was installed on
12 damaged beams which added weight and caused the roof to sink.

13 **SECOND CAUSE FOR DISCIPLINE**

14 **(Failure to Complete Project for Contract Price Stated)**

15 21. Respondent is subject to disciplinary action under section 7113, in that on the Paseo
16 Nuevo Drive Project, Respondent failed in a material respect to complete the project for the price
17 stated in the contract and the home owner was required to spend substantial sums in excess of the
18 contract price to complete the project in accordance with the contract.

19 **THIRD CAUSE FOR DISCIPLINE**

20 **(False Workers' Compensation Exemption Certificate)**

21 22. Respondent is subject to disciplinary action under section 7125.4, subdivision (a), in
22 that on the Paseo Nuevo Drive Project, Respondent maintained a false Exemption Certificate
23 from Workers' Compensation Insurance with the Board when in fact he had employees.

24 **FOURTH CAUSE FOR DISCIPLINE**

25 **(Unregistered Salesperson)**

26 23. Respondent is subject to disciplinary action under section 7154, subdivision (d), in
27 that on the Paseo Nuevo Drive Project, Respondent employed an unregistered home improvement
28 salesperson, Kian Kadkhodazadeh, to sell a home improvement contract.

FIFTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

24. Respondent is subject to disciplinary action under section 7159, in that on the Paseo Nuevo Drive Project, Respondent violated home improvement contract drafting requirements, as follows:

- a. Section 7159(c)(4). Respondent failed to include a statement regarding unconditional claim/lien release to provide for any portion of work for payment made.
- b. Section 7159(c)(6). Respondent failed to include a statement near the signatures of contractor and owner, stating owner or tenant has the right to require a performance and payment bond.
- c. Section 7159(d)(8)(A). Respondent failed to provide "Down Payment" heading in 10 point bold face type.
- d. Section 7159(d)(10)(A). Respondent failed to include a statement that describes what constitutes substantial commencement of work under the contract.
- e. Section 7159(d)(10)(B). Respondent failed to include the heading of "Approximate Start Date."
- f. Section 7159(d)(10)(C). Respondent failed to include the approximate date on which work will be commenced.
- g. Section 7159(d)(11)(A). Respondent failed to include the heading "Approximate Completion Date."
- h. Section 7159(d)(11)(B). Respondent failed to include the approximate date of completion.
- i. Section 7159(e)(2). Respondent failed to provide notice regarding Workers' Compensation Insurance.
- j. Section 7159(e)(4). Respondent failed to provide the required heading of mechanics lien warning and the required notice.
- k. Section 7159(e)(5). Respondent failed to provide the required notice, in at least 12 point type face print, within the contract, regarding the Contractors' State License Board.

1. Section 7159(e)(6)(B). Respondent failed to provide the required language of the "Three-Day Right to Cancel" as required by law.

SIXTH CAUSE FOR DISCIPLINE

• (Excessive Down Payment)

25. Respondent is subject to disciplinary action under section 7159.5, subdivision (a)(3), in that on the Paseo Nuevo Drive Project, Respondent charged a down payment in excess of one thousand dollars (\$1,000) or ten percent (10%) of the contract amount, whichever is less.

OTHER MATTERS

9 26. Pursuant to sections 7097 and 7098, if license No. 952619 issued to Respondent is
10 suspended or revoked, the Registrar may suspend or revoke, without notice, any other license
11 issued in the name of Victor Raul Gomez or for which Victor Raul Gomez furnished the
12 qualifying experience and appearance.

13 27. Pursuant to section 7121 and/or 7121.5, if discipline is imposed on license No.
14 952619 issued to Respondent, Victor Raul Gomez shall be prohibited from serving as an officer,
15 director, associate, partner, manager, or qualifying individual, or member of the personnel of
16 record of any licensee during the time the discipline is imposed, and any licensee which employs,
17 elects, or associates Victor Raul Gomez shall be subject to disciplinary action.

PRAYER

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

21 1. Revoking or suspending Contractor's License No. 952619 issued to Victor R.
22 Construction, Victor Raul Gomez, Sole Owner;

23 2. Prohibiting Victor Raul Gomez from serving as an officer, director, associate, partner,
24 or qualifying individual of any licensee during the period that discipline is imposed on license
25 No. 952619, issued to Victor R Construction, Victor Raul Gomez, Sole Owner;

26 3. Revoking or suspending any other license for which Victor Raul Gomez is furnishing
27 the qualifying experience or appearance;

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1 4. Ordering restitution of all damages according to proof suffered by F.S., as a condition
2 of probation in the event probation is ordered;

3 5. Ordering restitution of all damages suffered by F.S. as a result of Victor Raul
4 Gomez's conduct as a contractor, as a condition of restoration of license No. 952619, issued to
5 Victor R Construction, Victor Raul Gomez, Sole Owner;

6 6. Ordering Victor R Construction, Victor Raul Gomez, Sole Owner to pay the Registrar
7 of Contractors costs for the investigation and enforcement of the case according to proof at the
8 hearing, pursuant to Business and Professions Code section 125.3;

9 7. Ordering Victor R Construction, Victor Raul Gomez, Sole Owner to provide the
10 Registrar with a listing of all contracting projects in progress and the anticipated completion date
11 of each;

12 As to Gamez Builders, Inc.

13 8. Revoking or suspending Contractor's License Number 1038969 issued to Gamez
14 Builders, Inc., Victor Raul Gomez, RMO, Jorge Antonio Gamez, Officer;

15 9. Prohibiting Victor Raul Gomez from serving as an officer, director, associate, partner,
16 or qualifying individual of any licensee during the period that discipline is imposed on license
17 Number 1038969, issued to Gamez Builders, Inc., Victor Raul Gomez, RMO, Jorge Antonio
18 Gamez, Officer;

19 10. Revoking or suspending any other license for which Victor Raul Gomez is furnishing
20 the qualifying experience or appearance;

21 11. Ordering Gamez Builders, Inc., Victor Raul Gomez, RMO, Jorge Antonio Gamez,
22 Officer to provide the Registrar with a listing of all contracting projects in progress and the
23 anticipated completion date of each; and

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1 As to All

2 12. Taking such other and further action as deemed necessary and proper.

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DATED: 3/14/19

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

AMH

FILED

MAR 14 2019

CSLB DSS

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