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

13 In the Matter of the Accusation Against:

Case No. N2022-343

14 **ALL SEASONS WINDOWS AND PATIOS, INC.**  
15 **JAMES RANDALL SCHANTZ, RMO**  
16 **LARRY ROSS HAYS, CEO/PRES**  
17 **314 South Johnson Avenue**  
18 **El Cajon, CA 92020**

**ACCUSATION**

17 **Contractor's License No. 1011149, B**

18 **J R SCHANTZ**  
19 **DBA THE SCREEN MACHINE**  
20 **314 South Johnson Avenue**  
21 **El Cajon, CA 92020**

21 **Contractor's License No. 788012, C61/D52,**  
22 **C61/D28**

22 **JRSCHANTZ CONSTRUCTION**  
23 **314 South Johnson Avenue**  
24 **El Cajon, CA 92105**

24 **Contractor's License No. 1028464, B, C-61/D-03**

25 **JAMES RANDALL SCHANTZ**  
26 **314 South Johnson Avenue**  
27 **El Cajon, CA 92020**

27 **Home Improvement Salesperson**  
28 **Registration No. 112893 SP**

1 **LARRY ROSS HAYS**  
2 **314 South Johnson Avenue**  
3 **El Cajon, CA 92020**

4 **Home Improvement Salesperson**  
5 **Registration No. 48747 SP**

Respondents.

6  
7 **PARTIES**

8 1. Brian Melvin (Complainant) brings this Accusation solely in his official capacity as  
9 the Supervising Special Investigator I of the Contractors State License Board (Board),  
10 Department of Consumer Affairs.

11 2. On or about February 11, 2016, the Registrar of Contractors (Registrar) issued  
12 Contractor's License Number 1011149 to All Seasons Windows and Patios, Inc. with James  
13 Randall Schantz, RMO (Respondent Schantz) and Larry Ross Hays, CEO/PRES (Respondent  
14 Hays). The Contractor's License was in full force and effect at all times relevant to the charges  
15 brought herein and will expire on February 29, 2024, unless renewed.

16 3. On or about November 29, 2000, the Registrar issued Contractor's License Number  
17 788012 to J R Schantz, doing business as The Screen Machine; James Randall Schantz, Sole  
18 Owner. The Contractor's License was in full force and effect at all times relevant to the charges  
19 brought herein, and will expire on November 30, 2024, unless renewed.

20 4. On or about June 28, 2017, the Registrar issued Contractor's License Number  
21 1028464 to JRSchantz Construction; James Randall Schantz, Sole Owner. The Contractor's  
22 License will expire on June 30, 2025, unless renewed.

23 5. On or about March 30, 2018, the Registrar issued Home Improvement Salesperson  
24 (H.I.S.) Registration Number 112893 SP to James Randall Schantz. The H.I.S. Registration will  
25 expire on March 31, 2024, unless renewed.

26 6. On or about June 23, 1993, the Registrar issued H.I.S. Registration number 48747 SP  
27 to Larry Ross Hays. The H.I.S. Registration will expire on June 3, 2025, unless renewed.

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**JURISDICTION**

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2       7.     This Accusation is brought before the Registrar under the authority of the following  
3 laws. All section references are to the Business and Professions Code (Code) unless otherwise  
4 indicated.

5       8.     Section 118, subdivision (b), of the Code, states:

6             The suspension, expiration, or forfeiture by operation of law of a license issued  
7 by a board in the department, or its suspension, forfeiture, or cancellation by order of  
8 the board or by order of a court of law, or its surrender without the written consent of  
9 the board, shall not, during any period in which it may be renewed, restored, reissued,  
10 or reinstated, deprive the board of its authority to institute or continue a disciplinary  
11 proceeding against the licensee upon any ground provided by law or to enter an order  
12 suspending or revoking the license or otherwise taking disciplinary action against the  
13 licensee on any such ground.

14       9.     Section 7076.5, subdivision (h), of the Code states:

15             The inactive status of a license shall not bar any disciplinary action by the  
16 board against a licensee for any of the causes stated in this chapter.

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

20       11.    Section 7106.5 of the Code states:

21             The expiration, cancellation, forfeiture, revocation, or suspension of a license  
22 by operation of law or by order or decision of the registrar or a court of law, or the  
23 voluntary surrender of a license by a licensee, shall not deprive the registrar of  
24 jurisdiction to proceed with any investigation of or action or disciplinary proceeding  
25 against the license, or to render a decision suspending or revoking the license.

26       12.    Section 7121 of the Code states:

27             A person who has been denied a license for a reason other than failure to  
28 document sufficient satisfactory experience for a supplemental classification for an  
existing license, or who has had his or her license revoked, or whose license is under  
suspension, or who has failed to renew his or her license while it was under  
suspension, or who has been a partner, officer, director, manager, or associate of any  
partnership, corporation, limited liability company, firm, or association whose  
application for a license has been denied for a reason other than failure to document  
sufficient satisfactory experience for a supplemental classification for an existing  
license, or whose license has been revoked, or whose license is under suspension, or  
who has failed to renew a license while it was under suspension, and while acting as a  
partner, officer, director, manager, or associate had knowledge of or participated in  
any of the prohibited acts for which the license was denied, suspended, or revoked,  
shall be prohibited from serving as an officer, director, associate, partner, manager,

1 qualifying individual, or member of the personnel of record of a licensee, and the  
2 employment, election, or association of this type of person by a licensee in any  
3 capacity other than as a nonsupervising bona fide employee shall constitute grounds  
4 for disciplinary action.

5 13. Section 7121.5 of the Code states:

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

### 13 **STATUTORY PROVISIONS**

14 14. Section 119 of the Code states:

15 Any person who does any of the following is guilty of a misdemeanor:

16 ...

17 (c) Displays or represents any license not issued to the person as being the  
18 person's license.

19 ....

20 15. Business and Professions Code section 7027.1 states:

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

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

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

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

16. Section 7030.5 of the Code states:

Every person licensed pursuant to this chapter shall include his license number  
in: (a) all construction contracts; (b) subcontracts and calls for bid; and (c) all forms  
of advertising, as prescribed by the registrar of contractors, used by such a person.

1           17. Section 7068 of the Code states:

2           (a) The board shall require an applicant to show the degree of knowledge and  
3           experience in the classification applied for, and the general knowledge of the  
4           building, safety, health, and lien laws of the state and of the administrative principles  
5           of the contracting business that the board deems necessary for the safety and  
6           protection of the public.

7           (b) An applicant shall qualify in regard to his or her experience and knowledge  
8           in one of the following ways:

9           (1) If an individual, he or she shall qualify by personal appearance or by the  
10           appearance of his or her responsible managing employee who is qualified for the  
11           same license classification as the classification being applied for.

12           (2) If a partnership or a limited partnership, it shall qualify by the appearance of  
13           a general partner or by the appearance of a responsible managing employee who is  
14           qualified for the same license classification as the classification being applied for.

15           (3) If a corporation, or any other combination or organization, it shall qualify by  
16           the appearance of a responsible managing officer or responsible managing employee  
17           who is qualified for the same license classification as the classification being applied  
18           for.

19           (4) If a limited liability company, it shall qualify by the appearance of a  
20           responsible managing officer, a responsible managing manager, responsible  
21           managing member, or a responsible managing employee who is qualified for the  
22           same license classification as the classification being applied for.

23           (c) A responsible managing employee for the purpose of this chapter shall mean  
24           an individual who is a bona fide employee of the applicant and is actively engaged in  
25           the classification of work for which that responsible managing employee is the  
26           qualifying person in behalf of the applicant.

27           (d) The board shall, in addition, require an applicant who qualifies by means of  
28           a responsible managing employee under either paragraph (1) or (2) of subdivision (b)  
29           to show his or her general knowledge of the building, safety, health, and lien laws of  
30           the state and of the administrative principles of the contracting business as the board  
31           deems necessary for the safety and protection of the public.

32           (e) Except in accordance with Section 7068.1, no person qualifying on behalf of  
33           an individual or firm under paragraph (1), (2), (3), or (4) of subdivision (b) shall hold  
34           any other active contractor's license while acting in the capacity of a qualifying  
35           individual pursuant to this section.

36           (f) At the time of application for renewal of a license, the current qualifying  
37           individual shall file a statement with the registrar, on a form prescribed by the  
38           registrar, verifying his or her capacity as a qualifying individual to the licensee.

39           (g) Statements made by or on behalf of an applicant as to the applicant's  
40           experience in the classification applied for shall be verified by a qualified and  
41           responsible person. In addition, the registrar shall, as specified by board regulation,  
42           randomly review a percentage of such statements for their veracity.

1 (h) The registrar shall review experience gained by applicants from other states  
2 to determine whether all of that experience was gained in a lawful manner in that  
state.

3 18. Section 7068.1 of the Code states:

4 (a) The person qualifying on behalf of an individual or firm under paragraph  
5 (1), (2), (3), or (4) of subdivision (b) of Section 7068 shall be responsible for  
6 exercising that direct supervision and control of his or her employer's or principal's  
7 construction operations to secure compliance with this chapter and the rules and  
regulations of the board. This person shall not act in the capacity of the qualifying  
person for an additional individual or firm unless one of the following conditions  
exists:

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

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

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

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

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

16 (1) "Firm" means a partnership, a limited partnership, a corporation, a limited  
17 liability company, or any other combination or organization described in Section  
7068.(2) "Person" is limited to natural persons, notwithstanding the definition of  
18 "person" in Section 7025.

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

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

24 19. Section 7107 of the Code states:

25 Abandonment without legal excuse of any construction project or operation  
26 engaged in or undertaken by the licensee as a contractor constitutes a cause for  
disciplinary action.

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20. Section 7108 of the Code states:

Diversion of funds or property received for prosecution or completion of a specific construction project or operation, or for a specified purpose in the prosecution or completion of any construction project or operation, or failure substantially to account for the application or use of such funds or property on the construction project or operation for which such funds or property were received constitutes a cause for disciplinary action.

21. Section 7109, subdivision (a) of the Code, states:

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

22. Section 7110 of the Code states:

Willful or deliberate disregard and violation of the building laws of the state, or of any political subdivision thereof, or of Section 8550 or 8556 of this code, or of Sections 1689.5 to 1689.15, inclusive, of the Civil Code, or of the safety laws or labor laws or compensation insurance laws or Unemployment Insurance Code of the state, or of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code), or violation by any licensee of any provision of the Health and Safety Code or Water Code, relating to the digging, boring, or drilling of water wells, or Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code, constitutes a cause for disciplinary action.

23. Section 7113 of the Code states:

Failure in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for such construction project or operation or in any modification of such contract constitutes a cause for disciplinary action.

24. Section 7114.2 of the Code states:

Any licensed or unlicensed person who commits any act prohibited by Section 119 is subject to the administrative remedies authorized by this chapter. Unless otherwise expressly provided, the remedies authorized under this section shall be separate from, and in addition to, all other available remedies, whether civil or criminal.

25. Section 7116 of the Code states:

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

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26. Section 7117.6 of the Code states:

Acting in the capacity of a contractor in a classification other than that currently held by the licensee constitutes a cause for disciplinary action.

27. Section 7119 of the Code states:

Willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence causing material injury to another constitutes a cause for disciplinary action.

28. Section 7154 of the Code states:

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

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

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

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

29. Section 7159 of the Code states:

(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.

...

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

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1 (b) For purposes of this section, “home improvement contract” means an  
2 agreement, whether oral or written, or contained in one or more documents, between  
3 a contractor and an owner or between a contractor and a tenant, regardless of the  
4 number of residence or dwelling units contained in the building in which the tenant  
5 resides, if the work is to be performed in, to, or upon the residence or dwelling unit of  
6 the tenant, for the performance of a home improvement, as defined in Section 7151,  
7 and includes all labor, services, and materials to be furnished and performed  
8 thereunder, if the aggregate contract price specified in one or more improvement  
9 contracts, including all labor, services, and materials to be furnished by the  
10 contractor, exceeds five hundred dollars (\$500). “Home improvement contract” also  
11 means an agreement, whether oral or written, or contained in one or more documents,  
12 between a salesperson, whether or not he or she is a home improvement salesperson,  
13 and an owner or a tenant, regardless of the number of residence or dwelling units  
14 contained in the building in which the tenant resides, which provides for the sale,  
15 installation, or furnishing of home improvement goods or services.

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

19 ...

20 (d) A home improvement contract and any changes to the contract shall be in  
21 writing and signed by the parties to the contract prior to the commencement of work  
22 covered by the contract or an applicable change order ....

23 30. Section 7159.5 of the Code states:

24 This section applies to all home improvement contracts, as defined in Section  
25 7151.2, between an owner or tenant and a contractor, whether a general contractor or  
26 a specialty contractor, that is licensed or subject to be licensed pursuant to this  
27 chapter with regard to the transaction.

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

...

(5) Except for a downpayment, the contractor shall neither request nor accept  
payment that exceeds the value of the work performed or material delivered. The  
prohibition prescribed by this paragraph extends to advance payment in whole or in  
part from any lender or financier for the performance or sale of home improvement  
goods or services.

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1 31. Section 7122 of the Code states:

2 The performance by an individual, partnership, corporation, limited liability  
3 company, firm, or association of an act or omission constituting a cause for  
4 disciplinary action, likewise constitutes a cause for disciplinary action  
5 against a licensee other than the individual qualifying on behalf of the individual or  
6 entity, if the licensee was a partner, officer, director, manager, or associate  
7 of that individual, partnership, corporation, limited liability company, firm, or  
8 association at the time the act or omission occurred, and had knowledge of or  
9 participated in the prohibited act or omission.

7 32. Section 7122.5 of the Code states:

8 The performance by an individual, partnership, corporation, limited liability  
9 company, firm, or association of an act or omission constituting a cause for  
10 disciplinary action, likewise constitutes a cause for disciplinary action  
11 against a licensee who at the time that the act or omission occurred was  
12 the qualifying individual of that individual, partnership, corporation, limited liability  
13 company, firm, or association, whether or not he or she had knowledge of or  
14 participated in the prohibited act or omission.

12 **COST RECOVERY, RESTITUTION AND OTHER AUTHORITY**

13 33. Section 125.3 of the Code states, in pertinent part:

14 (a) Except as otherwise provided by law, in any order issued in resolution of a  
15 disciplinary proceeding before any board within the department or before the  
16 Osteopathic Medical Board, upon request of the entity bringing the proceeding, the  
17 administrative law judge may direct a licentiate found to have committed a violation  
18 or violations of the licensing act to pay a sum not to exceed the reasonable costs of  
19 the investigation and enforcement of the case.

18 (b) In the case of a disciplined licentiate that is a corporation or a partnership,  
19 the order may be made against the licensed corporate entity or licensed partnership.

19 ....

20 34. Section 11519 of the Government Code states:

21 (a) The decision shall become effective 30 days after it is delivered or mailed to  
22 respondent unless: a reconsideration is ordered within that time, or the agency itself  
23 orders that the decision shall become effective sooner, or a stay of execution is  
24 granted.

24 (b) A stay of execution may be included in the decision or if not included  
25 therein may be granted by the agency at any time before the decision becomes  
26 effective. The stay of execution provided herein may be accompanied by an express  
27 condition that respondent comply with specified terms of probation provided;  
28 provided, however, that the terms of probation shall be just as reasonable in light of  
the findings and decision.

27 (c) If respondent was required to register with any public officer, a notification  
28 of any suspension or revocation shall be sent to the officer after the decision has  
become effective.

1 (d) As used in subdivision (b), specified terms of probation may include an  
2 order of restitution. Where restitution is ordered and paid pursuant to the provisions  
of this subdivision, the amount paid shall be credited to any subsequent judgment in a  
civil action.

3 (e) The person to which the agency action is directed may not be required to  
4 comply with a decision unless the person has been served with the decision in the  
manner provided in Section 11505 or has actual knowledge of the decision.

5 (f) A nonparty may not be required to comply with a decision unless the agency  
6 has made the decision available for public inspection and copying or the nonparty has  
actual knowledge of the decision.

7 (g) This section does not preclude an agency from taking immediate action to  
8 protect the public interest in accordance with Article 13 (commencing with Section  
11460.10) of Chapter 4.5.

9 35. Section 143.5, subdivision (b), of the Code states:

10 Any board, bureau, or program within the Department of Consumer Affairs that  
11 takes disciplinary action against a licensee or licensees based on a complaint or report  
12 that has also been the subject of a civil action and that has been settled for monetary  
13 damages providing for full and final satisfaction of the parties may not require its  
licensee or licensees to pay any additional sums to the benefit of any plaintiff in the  
civil action.

14 36. Section 7095 of the Code states:

15 The decision may:

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

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

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

22 37. Section 7097 of the Code states:

23 Notwithstanding the provisions of Sections 7121 and 7122, when any licensee  
24 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  
25 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  
26 appearance under the provisions of Section 7068, may be suspended by the registrar  
without further notice.

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1 38. Section 7098 of the Code states:

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

7 39. Section 7102 of the Code states:

8 After suspension of a license upon any of the grounds set forth in this chapter  
9 [the Contractors' State License Law], the registrar may reinstate the license upon  
10 proof of compliance by the contractor with all provisions of the decision as to  
11 reinstatement or, in the absence of a decision or any provisions of reinstatement, in  
12 the sound discretion of the registrar.

13 After revocation of a license upon any of the grounds set forth in this chapter,  
14 the license shall not be reinstated or reissued and a license shall not be issued to any  
15 member of the personnel of the revoked licensee found to have had knowledge of or  
16 participated in the acts or omissions constituting grounds for revocation, within a  
17 minimum period of one year and a maximum period of five years after the final  
18 decision of revocation and then only on proper showing that all loss caused by the act  
19 or omission for which the license was revoked has been fully satisfied and that all  
20 conditions imposed by the decision of revocation have been complied with.

21 The board shall promulgate regulations covering the criteria to be considered  
22 when extending the minimum one-year period. The criteria shall give due  
23 consideration to the appropriateness of the extension of time with respect to the  
24 following factors:

- 25 (a) The gravity of the violation.
- 26 (b) The history of previous violations.
- 27 (c) Criminal convictions.

28 When any loss has been reduced to a monetary obligation or debt, however, the  
satisfaction of the monetary obligation or debt as a prerequisite for the issuance,  
reissuance, or reinstatement of a license shall not be required to the extent the  
monetary obligation or debt was discharged in a bankruptcy proceeding. However,  
any nonmonetary condition not discharged in a bankruptcy proceeding shall be  
complied with prior to the issuance, the reissuance, or reinstatement of the license.

### CHULA VISTA PROJECT

40. On or about August 24, 2020, homeowner J.T. (the homeowner) entered into a  
written contract with Respondent All Seasons Windows and Patios Inc. (All Seasons) to complete  
the replacement of existing front and back yard turf at J.T.'s residence located in Chula Vista,  
California (Chula Vista project), for the contract price of \$16,000. All Seasons contracted for  
work and advertised in a classification All Seasons did not hold, and failed to include All

1 Season's contractor's license number in the brochure provided to the homeowner and in online  
2 advertisement. On the same date, All Seasons requested and received from the homeowner a  
3 down payment of \$1,000. The contract was sold by Robert John Martins (Martins), Registered  
4 Home Improvement Salesperson (HIS) #125915 SP. All Seasons failed to notify the Registrar of  
5 Martins' employment as a registered salesperson in writing, within 90 days of employment. On  
6 September 1, 2020, a male who identified himself as "Christian" representing All Seasons  
7 appeared at the homeowner's residence to measure, and requested a progress payment of \$6,400,  
8 which the homeowner paid by credit card. All Seasons requested and received a progress  
9 payment from the homeowner in an amount in excess of work performed or material delivered.

10 41. On September 2, 2020, All Seasons' workers began digging out the front yard of the  
11 Chula Vista project, with Christian acting as the construction foreman. All Seasons' crew  
12 returned to the project on September 8, 2020, and installed the artificial turf in the front and back  
13 yards. During the installation, the homeowner asked Christian about the lack of road base and  
14 gravel, Christian claimed the material was not needed. The homeowner observed the crew add  
15 black paper over some large rocks, pour sand, add water, then compact the area with a machine,  
16 but no base gravel or decomposed granite was ever delivered to the project. Work was last  
17 performed on September 8, 2020, at which time the homeowner issued a second progress  
18 payment in the amount of \$6,400. On September 9, 2020, the homeowner made the final  
19 payment of \$2,200 to All Seasons, signed the completion form, and noted on the form that gravel  
20 was not used, however, the homeowner was not provided with a copy of the completion form.

21 42. By December of 2020, the homeowner observed that a large area of turf in her back  
22 yard was matted down. The homeowner called All Seasons, spoke to J.P., and explained what  
23 was happening. J.P. suggested that the homeowner buy stepping stones and place them on top of  
24 the matted turf. The homeowner asked to speak to "the owner," who she understood was  
25 Respondent Hays, and was told he was not available. The homeowner sent Respondent Hays e-  
26 mails, but he never responded.

27 43. By December 29, 2020, the homeowner experienced flooding in her back yard.  
28 Flooding had not ever been an issue before the work performed by All Seasons, and the

1 homeowner surmised that All Seasons' crew must have changed the slope of the back yard,  
2 causing all the water to pool in one area away from the pre-existing drains installed with the  
3 concrete. The homeowner called All Seasons and spoke with J.P. J.P. asked that the homeowner  
4 send her a photograph, which the homeowner did, but never heard back from All Seasons.

5 44. The homeowner also noticed in the manufacturer's limited warranty that the turf  
6 would not be warranted if it was installed in areas that reach over 90 degrees Fahrenheit, and the  
7 homeowner's residence is located in an area of Chula Vista where the temperature reaches over  
8 90 degrees for large swaths of the year. The homeowner's claim to the manufacturer was denied.  
9 The manufacturer informed the homeowner that her contractor should have supplied the  
10 homeowner with a rake and infill material so that she could maintain the turf and not void the  
11 warranty, however, the homeowner never received any tools or extra material from All Seasons,  
12 nor were tools or material offered by Respondent All Seasons at the completion of the project.

13 45. The homeowner continued to contact all Seasons over the span of several months,  
14 sent them pictures of the old turf versus the new turf to show them the old turf had never matted  
15 or started to fall apart in the 5 years she had it. J.P. did not address the homeowner's concerns  
16 and only contacted the homeowner to discuss a negative Yelp.com review the homeowner posted  
17 about All Seasons. Respondent Schantz failed to exercise direct supervision and control of the  
18 Chula Vista project.

19 46. On or about September 16, 2022, a Board industry expert inspected the Chula Vista  
20 project, generated a report identifying items performed below industry standards, and estimated  
21 the cost to correct/complete the Chula Vista project at \$1,800. The financial injury is determined  
22 to be \$1,800.

### 23 **FIRST CAUSE FOR DISCIPLINE**

#### 24 **(Failure of RMO to Exercise Direct Supervision and Control of Project -** 25 **Respondent All Seasons)**

26 47. Respondent All Seasons has subjected its contractor's license to disciplinary action  
27 under Code section 7068.1, in that on the Chula Vista project, its RMO, Respondent James  
28 Randall Schantz, failed to exercise direct supervision and control of construction operations to

1 secure compliance with the Contractors State License Law and the rules and regulations of the  
2 Board, as more fully detailed at paragraphs 40 through 46, which are incorporated here by  
3 reference.

4 **SECOND CAUSE FOR DISCIPLINE**

5 **(Advertised Out of Classification - Respondent All Seasons)**

6 48. Respondent All Seasons has subjected its contractor's license to disciplinary action  
7 under Code sections 119 and 7027.1, in that Respondent All Seasons advertised for work that  
8 required a C-27 (Landscaping Contractor) license, or a C-61/D-12 (Synthetics Products License),  
9 while only holding a B Classification (General Building Contractor License), as is more fully  
10 detailed at paragraphs 40 through 46, which are incorporated here by reference.

11 **THIRD CAUSE FOR DISCIPLINE**

12 **(Failed to Include License Number in Contract and Advertisements –**  
13 **Respondent All Seasons)**

14 49. Respondent All Seasons has subjected its contractor's license to disciplinary action  
15 under Code section 7030.5, in that Respondent failed to include its license number in the contract  
16 and in online advertisement, as is more fully detailed at paragraphs 40 through 46, which are  
17 incorporated here by reference.

18 **FOURTH CAUSE FOR DISCIPLINE**

19 **(Departure from Industry Standards - Respondent All Seasons)**

20 50. Respondent All Seasons has subjected its contractor's license to disciplinary action  
21 under Code section 7109, subdivision (a), in that Respondent All Seasons departed from industry  
22 standards in the following respect:

23 a. Respondent caused artificial turf to slope toward foundation of structure by  
24 approximately 1 inch over 4 feet in back yard right corner.

25 b. Respondent installed the artificial turf in the front yard with seam separation,  
26 revealing approximately 36 inches of seam area unblended and visible.

27 c. Respondent installed the artificial turf in the back yard revealing approximately 60  
28 inches of seam area unblended and visible.

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Failed to Complete Project for Contract Price - Respondent All Seasons)**

3 51. Respondent All Seasons has subjected its contractor’s license to disciplinary action  
4 under Code section 7113, in that Respondent failed in a material respect to complete the Chula  
5 Vista project for the contract price, and the homeowner was required to spend a substantial  
6 amount in excess of the contract price to complete the Chula Vista project in accordance with the  
7 contract, as is set forth at paragraphs 40 through 46, which are incorporated here by reference.

8 **SIXTH CAUSE FOR DISCIPLINE**

9 **(Acted as a Contractor Out of Classification)**

10 52. Respondent all Seasons has subjected is contractor’s license to disciplinary action  
11 under Code section 7117.6, in that on the Chula Vista project, Respondent acted as a contractor in  
12 a classification that required a C-27 (Landscaping), or a C-61/D-12 (Synthetic Products) license,  
13 while only holding a B Classification (General Contractor) license, as is more fully detailed at  
14 paragraphs 40 through 46, which are incorporated here by reference.

15 **SEVENTH CAUSE FOR DISCIPLINE**

16 **(Failed to Notify Registrar of Employment of Salesperson Within 90 Days - Respondent All  
17 Seasons)**

18 53. Respondent All Seasons has subjected its contractor’s license to disciplinary action  
19 under Code section 7154, subdivision (c), in that on the Chula Vista project, Respondent  
20 employed Robert John Martins, H.I.S. Registration Number 125915 SP, and failed to notify the  
21 Registrar, in writing, within 90 days of such employment, as is more fully detailed at paragraph  
22 40 through 46, which are incorporated here by this reference.

23 **EIGHTH CAUSE FOR DISCIPLINE**

24 **(Failure to Comply with the Home Improvement Contract Requirements –  
25 Respondent All Seasons)**

26 54. Respondent has subjected its contractor’s license to disciplinary action under Code  
27 section 7159.5, in that on the Chula Vista project, Respondent failed to comply with the  
28 provisions of that Code, as follows:



1 a. Subdivision (a)(5): Respondent received a progress payment of \$6,4000 before work  
2 began or material was delivered.

3 **LA MESA PROJECT**

4 55. G.A. and G.A.'s parents, M.A. and R.A., co-own a property located in La Mesa  
5 California, which the family transformed into a Community Art Museum. The family (property  
6 owners) decided to add an enclosed space with a roof, large windows, and possibly a kitchen to  
7 the backyard of the La Mesa property. In or about January of 2019, the property owners  
8 contacted All Seasons and met with Respondent Hays at the La Mesa property (La Mesa project)  
9 to discuss what the family envisioned for the backyard space. The parties discussed a large  
10 structure with windows, concrete, pavers, and drainage, and Hays provided the property owners  
11 with a verbal estimate of between \$35,000 to \$50,000. The family decided to hold off on the  
12 project remodel due to cost and made plans to contact All Seasons when the property owners  
13 were ready to move forward with the project.

14 56. In December of 2020, the property owners contacted All Seasons to set up an  
15 appointment with Respondent Hays to meet at the La Mesa property (La Mesa project) to discuss  
16 the project. The meeting took place on December 29, 2020. Two of All Seasons' employees,  
17 Arturo and Felipe, Jr., were also present during the meeting. Respondent Hays discussed a large  
18 structure with concrete and pavers, provided the property owners with a bid of \$71,000, and  
19 informed the property owners that it would be advantageous for them if they signed a contract  
20 that day and paid a \$1,000 deposit, otherwise, Respondent Hays would not be able to "lock in"  
21 the contract amount of \$71,000, and the costs would increase on January 1, 2021. During this  
22 meeting, the property owners specifically discussed permits with Respondent Hays, and the  
23 property owners were required to sign a waiver as part of the contract agreeing to pay for the  
24 permit fees separately. The property owners gave Respondent Hays a \$1,000 deposit that day as  
25 requested, via a credit card. The property owners needed to have the work completed before July  
26 2021 because of a planned wedding on the property that summer and made Respondent Hays  
27 aware of this. Respondent Hays assured the property owners that completion of the project  
28 before July of 2021 could be accomplished and prepared the written contract on site. On

1 December 29, 2020, Respondent Hays and the property owners, G.A. and her parents, M.A. and  
2 R.G., 83 and 86 years old, respectively, signed the contract. The scope of work was to build a  
3 large 14' x 34' "LifeRoom," mostly enclosed with three solid walls and one screened-in wall,  
4 with electrical, stamped concrete, pavers, flagstone, four large windows, and a motorized screen  
5 that could be retracted on the wall, for the contract price was \$71,000. Per the contract, work was  
6 to commence on December 29, 2020, and be completed by approximately June 30, 2021, "unless  
7 permit issues arrive."

8 57. On January 4, 2021, Respondent Hays met the property owners at the La Mesa  
9 project to discuss additional electric work. The parties entered into a written change order with  
10 All Seasons to add three lights and two additional outlets to the structure, for the contract price of  
11 \$1,075, which revised the contract price to \$72,075. The property owners were to purchase the  
12 light fixtures, and All Seasons was to purchase the materials for can lights in the original contract.  
13 During the January 4, 2021 meeting, All Seasons requested and received from the property  
14 owners a progress payment in the amount of \$15,000 for material, a progress payment in excess  
15 of work performed or material delivered. Respondent Hays told the property owners that the  
16 material needed to be purchased right away due to COVID, and claimed the property owners  
17 could get a better deal on the material if they paid for the material "up front." Respondent Hays  
18 also informed the property owners that they would have to wait for the permit to be issued before  
19 work could begin.

20 58. In March of 2021, G.A. noticed that she had an unknown charge to her credit card by  
21 All Seasons in the amount of \$50. When G.A. asked Respondent All Seasons' staff about the  
22 charge, staff surmised the charge could have been for the plans they drafted for the permits,  
23 however, the property owners never received a written change order for this additional charge  
24 prior to the transaction. All Seasons failed to provide the property owners with a written change  
25 order, signed by both parties, prior to this transaction. In May of 2021, the property owners  
26 received information from All Seasons' staff that the permit process was taking place and, while  
27 on vacation, received notification from All Seasons' employee, "Gary," that the permit had been  
28

1 approved by the City of La Mesa and the property owners needed to pay All Seasons’ “permit  
2 runner” for the permit fees.

3 59. In June of 2021, the property owners met with Respondent Hays at All Seasons’  
4 showroom in El Cajon to pick the colors and material they wanted for the project, and discussed  
5 the color of the pavers and stamped concrete. Hays showed the property owners examples of the  
6 windows they would be receiving and the type of walls that would be installed, and reassured the  
7 homeowners that the work was moving forward.

8 60. On June 30, 2021, Respondent Hays, two employees, Arturo and Felipe, Jr., and one  
9 other person, met the property owners at the La Mesa project to discuss the concrete slab and  
10 electrical work. No labor was performed that day, and Felipe, Jr., only marked out the areas  
11 where the concrete needed to be installed and where the piping needed to be. On this date,  
12 Respondent Hays requested and received a second progress payment of \$20,000, an amount in  
13 excess of work performed or material delivered. Respondent Hays assured the property owners  
14 that the concrete foundation would be completed by July 5, 2021, and that workers would be on  
15 site every day from 7:00 a.m. to 3:00 p.m. working on the project. Respondent Hays informed  
16 the property owners that the \$20,000 was specifically to order the windows, walls, and posts for  
17 the structure, and reassured the property owners once again that if they gave Respondent Hays the  
18 money “up front,” that they would get the best price for the material, guaranteed that the material  
19 would be delivered to start the installation, and stressed to the property owners that All Seasons  
20 would not be able to complete the project by July 2021 if the property owners did not pay this  
21 progress payment for these materials. On June 30, 2021, the property owners issued two checks  
22 to All Seasons, one in the amount of \$20,000, and another one to the “permit runner” in the  
23 amount of \$935.82.

24 61. The property owners decided to have a family member on site every day to monitor  
25 the progress of the La Mesa project, and noticed workers arrived late, left the project often during  
26 the day, and only worked a fraction of the 8-hour workday. When G.A. questioned the workers  
27 about their leaving and returning several times, they informed the property owners that they were  
28 also working on another project a block away. By July 5, 2021, the property owners estimated

1 the Respondent All Seasons' workers had only worked a total of 15 hours in four days and only  
2 managed to dig four holes. On July 5, 2021, G.A. called Respondent Hays to complain about the  
3 lack of progress and All Seasons' failure to meet the concrete installation deadline. G.A. also  
4 wanted to confirm that the City Inspector would be out to look at the layout prior to the concrete  
5 pour. Respondent Hays seemed confused as to who the caller was and the project in general, and  
6 a meeting was set up to meet at the La Mesa project on July 9, 2021.

7 62. G.A.'s husband, D.T., obtained a copy of the building permit from the City of La  
8 Mesa and learned from the City that the permit was for a simple basic patio cover, and not for an  
9 enclosed structure with windows and electrical. The permit received from the City specifically  
10 stated, "No grading. No walls." The property owners started to panic because they had already  
11 paid All Seasons \$36,000. D.T. drafted a letter to All Seasons, Schantz, and Hays, asking them to  
12 stop work on the project until the permit issues could be resolved with the City.

13 63. On July 9, 2021, the property owners met with Respondent Hays and Respondent  
14 Schantz. Respondent Schantz was very apologetic about the situation and openly admitted the  
15 City of La Mesa would never have approved a free standing building like the one contracted for,  
16 and Respondent Hays became hostile and told Respondent Schantz to "shut up!" During the  
17 meeting, Respondent Hays was very aggressive and confrontational when asked questions, and  
18 referred to G.A. and her 83-year-old mother as "the girls." During this meeting, Respondent  
19 Hays admitted that he instructed Felipe Jr. to dig the holes for the footings in the wrong places.  
20 By this time, the property owners realized that they did not want to move forward with All  
21 Seasons after having paid All Seasons \$36,000 for material that was never received and for  
22 approximately 20 hours of labor digging holes that would not be used, plus the amount to the  
23 "permit runner" for permits that could not be used because they were for a completely different  
24 structure. That same evening, the property owners received a response from Respondents  
25 Schantz and Hays claiming that the walls of the "LifeRoom" were temporary walls with windows  
26 that could be removed and would not need to be engineered. Respondents Schantz and Hays  
27 further stated that they only applied for the patio cover permit instead of an enclosed structure  
28 permit to avoid potential delays; that it would be up to the property owners to hire separate

1 plumbing and electrical contractors to complete the electrical and plumbing work; and claimed  
2 the plumbing and electrical that was included in the original contract was offered to the property  
3 owners “as a courtesy” only. The property owners called their credit card company to stop any  
4 additional payment request by All Seasons and hired an attorney to help recover the money  
5 already paid to All Seasons. Respondent All Seasons abandoned the La Mesa project without  
6 legal excuse, after being paid \$36,985.82, failed to deliver material to the project, and failed to  
7 substantially commence the project. All Seasons diverted or misappropriated funds from the  
8 property owners.

9 64. On July 22, 2021, the property owner’s attorney sent All Seasons a demand letter, and  
10 the reply to the letter by Respondent All Seasons did not provide a resolution.

11 65. On September 28, 2021, D.T., G.A.’s husband, contacted the City of La Mesa and  
12 spoke with an engineer and a building official. D.T. confirmed that a structure such as the one  
13 contracted for could not be permitted in the City of La Mesa, confirmed the permitting phases  
14 suggested by All Seasons were illegal; and informed the permit obtained by the “permit runner”  
15 and paid for by the property owners had expired.

16 66. On or about December 14, 2021, the property owners reached a settlement agreement  
17 with All Seasons, which resulted in a reimbursement to the property owners of \$20,000 by All  
18 Seasons, and the return of materials ordered to build the structure at the La Mesa project. The  
19 property owners believed they could sell the material to recoup the approximately extra \$15,000  
20 they had paid All Seasons for material ordered to build the structure. However, when All Seasons  
21 delivered the so-called \$15,000 worth of materials for the enclosed structure, it was less material  
22 than expected, and Respondent failed to provide invoices and receipts for the material as  
23 requested by the property owners. The property owners decided at this point to file a complaint  
24 with the Board.

25 67. On or about January 9, 2022, a Board industry expert inspected the La Mesa project.  
26 After review of the material provided by All Seasons to the property owners, the industry expert  
27 estimated the cost of the materials to be \$4,522.72, and the cost to correct and complete the  
28

1 project at \$50,400. The Board did not determine a financial injury because of the private  
2 settlement between the parties.

3 **NINTH CAUSE FOR DISCIPLINE**

4 **(Abandonment - Respondent All Seasons)**

5 68. Respondent All Seasons has subjected its contractor's license to disciplinary action  
6 under Code section 7107, in that Respondent abandoned the La Mesa project without legal  
7 excuse, after receiving \$36,985.82 (\$36,050 plus \$935.82) from the property owners, and failed to  
8 commence the project, as more fully detailed at paragraphs 55 through 67, which are incorporated  
9 here by this reference.

10 **TENTH CAUSE FOR DISCIPLINE**

11 **(Diversion or Misapplication of Funds - Respondent All Seasons)**

12 69. Respondent All Seasons has subjected its contractor's license to disciplinary action  
13 under Code section 7108, in that on the La Mesa project, Respondent diverted or misapplied  
14 funds received from the property owners, as is more fully detailed at paragraphs 55 through 67,  
15 which are incorporated here by reference.

16 **ELEVENTH CAUSE FOR DISCIPLINE**

17 **(Failed to Obtain Building Permit - Respondent All Seasons)**

18 70. Respondent All Seasons has subjected its contractor's license to disciplinary action  
19 under Code section 7110, in that Respondent failed to obtain the appropriate building permits  
20 from the City of La Mesa prior to commencing the La Mesa project, as is more fully detailed at  
21 paragraphs 55 through 67, which are incorporated here by this reference.

22 ///

23 ///

24 **TWELFTH CAUSE FOR DISCIPLINE**

25 **(Willful or Fraudulent Act Injury Another - Respondent All Seasons)**

26 71. Respondent All Seasons has subjected its contractor's license is subject to  
27 disciplinary action under Code section 7116, in that Respondent fraudulently submitted plans to  
28 the City of La Mesa Building Department that did not correspond to the scope of work contacted

1 for, resulting in a substantial financial injury to the property owners, as is more fully detailed at  
2 paragraphs 55 through 67, which are incorporated here by this reference.

3 **THIRTEENTH CAUSE FOR DISCIPLINE**

4 **(Failed to Prosecute Project With Reasonable Diligence - Respondent All Windows)**

5 72. Respondent All Seasons has subjected its contractor's license to disciplinary action  
6 under Code section 7119, in that Respondent failed to perform work for the La Mesa project with  
7 reasonable diligence, causing material injury to the project owners in the amount of \$16,050, as is  
8 more fully detailed at paragraphs 55 through 67, which are incorporated here by reference.

9 **FOURTEENTH CAUSE FOR DISCIPLINE**

10 **(Failed to Provide Written Change Order – Respondent All Seasons)**

11 73. Respondent All Seasons has subjected its contractor's license to disciplinary action  
12 under Code section 7159, subdivision (d), in that on the La Mesa project, Respondent failed to  
13 reduce a change order to writing, signed by both parties, with a copy provided to the property  
14 owners, as is more fully detailed at paragraphs 55 through 67, which are incorporated here by  
15 reference.

16 **FIFTEENTH CAUSE FOR DISCIPLINE**

17 **(Failure to Comply with the Home Improvement Contract Requirements –**  
18 **Respondent All Seasons)**

19 74. Respondent has subjected its contractor's license to disciplinary action under Code  
20 section 7159.5, in that on the La Mesa project, Respondent failed to comply with the provisions  
21 of that Code, as follows:

22 a. Subdivision (a)(5): Respondent received progress payments of \$36,050, an amount in  
23 excess of work performed or material delivered, as is more fully detailed at paragraphs 54  
24 through 66, which are incorporated here by reference.

25 **ESCONDIDO PROJECT**

26 75. March 31, 2021, homeowner V.S. entered into a written contract with All Seasons to  
27 complete a 15' x 20' patio room with Smart Glass windows, electrical outlets, and a 10' x 30'  
28 insulated patio cover at her residence located on in Escondido, California (Escondido project), for

1 the contract price of \$36,300. The contract was sold by unregistered salesperson, B.W.O., who  
2 utilized Respondent Hays' Home Improvement Salesperson (H.I.S.) registration when B.W.O  
3 prepared the contract. All Seasons employed an unregistered salesperson and knowingly  
4 permitted B.W.O. to use a valid H.I.S. Registration belonging to Respondent Hays. V.S.'s  
5 daughter, N.K., was involved in the negotiation of the contract and throughout the project.  
6 During the March 31, 2021 meeting, B.W.O. informed N.K. and her mother, V.S., that All  
7 Seasons was having a sale and if they wanted the sale price, they would have to sign the contract  
8 prior to April 1, 2021. The written contract stated the project would take approximately two  
9 months to complete, including the time needed to get the material in stock. B.W.O. told N.K. and  
10 V.S. that it would take two weeks to complete the installation once the material arrived  
11 approximately six weeks after receiving the material payment. According to N.K., her mother,  
12 V.S., really wanted the project completed by her birthday in May 2021, and no one informed  
13 N.K. or V.S. that there would be any issues sourcing the materials for the project during COVID.  
14 Also during this initial meeting, N.K. asked B.W.O. about obtaining permits from the City of  
15 Escondido, because B.W.O. had the parties sign a waiver regarding the obtaining of the permits,  
16 and B.W.O. informed N.K. and V.S. that if they did not plan on moving, they did not need a  
17 permit and it would not be a problem. N.K. and V.S. were not familiar with the permit process,  
18 and ended up believing they would be okay without a permit as V.S. had no intention of ever  
19 moving from her home. N.K. gave B.W.O. a down payment of \$1,000.

20 76. On April 15, 2021, Respondent Schantz came to V.S.'s home to take measurements  
21 for the material for both patios and requested a progress payment of \$16,500, allegedly for  
22 material. On April 15, 2021, N.K. gave Respondent Schantz a check written by her mother dated  
23 April 12, 2021, in the amount of \$16,500. All Seasons requested and received from V.S. a  
24 progress payment in excess of work performed or material delivered.

25 77. In early May 2021, N.K. called All Seasons and spoke to "M" regarding a status  
26 update of the project. M informed N.K. that, due to COVID, they had some unexpected delays.  
27 At first, N.K. was understanding about the delays, as she believed All Seasons was attempting to  
28



1 secure the material for the project to complete the installation before the projected completion  
2 date of May 2021.

3 78. On June 3, 2021, N.K. contacted All Seasons and received a reply via text message  
4 from M informing that the manufacturer had been impacted by COVID and the material was still  
5 in the production stage. M provided N.K. and V.S. with a blanket letter from their manufacturer  
6 dated May 12, 2021, stating delays were due to COVID. N.K. continued to periodically call All  
7 Seasons for updates, but would never receive a call back, and periodically would receive a text  
8 message from M, always blaming the delay on COVID, with no other explanation.

9 79. Between June through August 2021, N.K. and V.S. did not receive any update from  
10 All Seasons, and no material delivered or labor performed, after having paid a total of \$17,500 to  
11 All Seasons.

12 80. In August of 2021, N.K. called Respondent All Seasons again with the intention of  
13 cancelling the contract, but was not able to reach anyone. Time got away from N.K. and V.S. and  
14 they did not contact All Seasons again until several weeks later, but were not able to reach anyone  
15 at All Seasons.

16 81. On November 15, 2021, N.K. called All Seasons and spoke with A.W. N.K.  
17 explained to A.W. that N.K. did not have a reasonable explanation to date from All Seasons as to  
18 the delay of commencement and completion of her mother's project. A.W. claimed that All  
19 Seasons had only received half of the order of materials for the Escondido project, and the  
20 remaining half would not be received for several more weeks. A.W. claimed that All Seasons had  
21 not been able to complete anyone's installations since March 2021 when the N.K./S.V. contract  
22 was signed, which N.K. knew was not a true claim because N.K. happened to know someone who  
23 contracted with Respondent N.K. in May 2021, with that person's project completed in June  
24 2021. N.W. told N.K. he would call her back in two weeks, which call was never received.

25 82. On December 13, 2021, N.K. again requested an update from Respondent all Seasons  
26 as to their project, and when they did not receive a response from All Seasons, N.K. filed a formal  
27 complaint with the Board.

28 ///

1           83. On December 23, 2021, N.K. received a text message from All Seasons stating the  
2 installation of the project contracted for in March of 2021 would commence on December 27,  
3 2021, and the text included a demand from All Seasons for another \$16,500 progress payment  
4 prior to starting the installation. N.K. asked All Seasons for a copy of the contract and payments  
5 already made.

6           84. On December 27, 2021, All Seasons' employees, "Alberto," and "Antonio," delivered  
7 some, but not all, of the material needed for the project, at which time All Seasons, through its  
8 employee, "Alberto," requested and received an additional progress payment of \$16,500. By this  
9 date, All Seasons had received approximately 95 percent of the contract amount with only  
10 delivery of a portion of materials and without any labor performed to date. All Seasons requested  
11 and received a progress payment in excess of work performed or material delivered. Work began  
12 on December 27, 2021, and was completed on January 18, 2022. The final payment of \$2,300  
13 was paid to Respondent All Seasons on January 23, 2022, and the completion form signed on this  
14 date. A financial injury was not determined by the Board.

15           85. On September 23, 2022, a Board investigator interviewed Douglas L. Moody  
16 (Moody), a City of Escondido Building Official, who confirmed that a permit was absolutely  
17 required for the scope of work written in the contract document for the Escondido project, that a  
18 permit was never applied for, nor approved, for the property in question, and that having a signed  
19 waiver from a homeowner does not excuse a contractor from obtaining a permit. All Seasons  
20 failed to obtain a building permit from the City of Escondido Building Department for the  
21 Escondido project.

22           86. On September 14, 2022, Respondent Schantz was interviewed by a Board  
23 investigator. During the meeting, Schantz confirmed he was aware that a building permit was  
24 required for the Escondido project and that he did not obtain a permit because the homeowner  
25 "did not want one," admitted to requesting and accepting the first \$16,500 progress payment  
26 before work commenced or material was delivered, and admitted to taking the second progress  
27 payment of \$16,500 on December 27, 2021 upon delivery of material and before the project  
28 began.

1 **SIXTEENTH CAUSE FOR DISCIPLINE**

2 **(Failed to Obtain Building Permit - Respondent All Seasons)**

3 87. Respondent All Seasons has subjected its contractor’s license to disciplinary action  
4 under Code section 7110, in that Respondent failed to obtain the appropriate building permits  
5 from the City of Escondido prior to commencing the Escondido project, as is more fully detailed  
6 at paragraphs 75 through 86, which are incorporated here by this reference.

7 **SEVENTEENTH CAUSE FOR DISCIPLINE**

8 **(Misuse of Home Improvement Salesperson Registration – Respondent All Seasons)**

9 88. Respondent All Seasons has subjected its contractor’s license to disciplinary action  
10 under Code sections 119(c) and 7114.2, in that Respondent knowingly permitted unregistered  
11 salesperson B.W.O. the use of Respondent Hays’ valid H.I.S. Registration No. 48747, as is more  
12 fully detailed at paragraphs 75 through 86, which are incorporated here by reference.

13 **EIGHTEENTH CAUSE FOR DISCIPLINE**

14 **(Employed Unregistered Salesperson – Respondent All Seasons)**

15 89. Respondent All Seasons has subjected its contractor’s license to disciplinary action  
16 under Code section 7154, subdivision (d), in that on the Escondido project, Respondent employed  
17 unregistered salesperson B.W.O., as is more fully detailed at paragraphs 75 through 86, which are  
18 incorporated here by reference.

19 **NINETEENTH CAUSE FOR DISCIPLINE**

20 **(Payment in Excess of Work Performed)**

21 90. Respondent has subjected its contractor’s license to disciplinary action under Code  
22 section 7159.5, in that on the Escondido project, Respondent failed to comply with the provisions  
23 of that Code, as follows:

24 a. Subdivision (a)(5): Respondent received progress payments amounts in excess of  
25 work performed or material delivered, as is more fully detailed at paragraphs 74 through 85,  
26 which are incorporated here by reference.

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1 **TWENTIETH CAUSE FOR DISCIPLINE**

2 **(Cause for Discipline for Qualifier – Respondent James Randall Schantz)**

3 91. Pursuant to section 7122.5 of the Code, the causes for discipline established as to  
4 Respondent All Seasons constitute cause for discipline against Respondent James Randall  
5 Schantz, doing business as J R Schantz, dba The Screen Machine, under license number 788012,  
6 regardless of whether Respondent James Randall Schantz had knowledge of or participated in the  
7 acts or omissions which constitute cause for discipline against Respondent All Seasons.

8 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

9 **(Cause for Discipline for Qualifier – Respondent James Randall Schantz)**

10 92. Pursuant to section 7122.5 of the Code, the causes for discipline established as to  
11 Respondent All Seasons constitute cause for discipline against Respondent James Randall  
12 Schantz, doing business as JRSchantz Construction, under license number 1028464, regardless of  
13 whether Respondent James Randall Schantz had knowledge of or participated in the acts or  
14 omissions which constitute cause for discipline against Respondent All Seasons.

15 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

16 **(Cause for Discipline for Qualifier – Respondent James Randall Schantz)**

17 93. Pursuant to section 7122.5 of the Code, the causes for discipline established as to  
18 Respondent All Seasons constitute cause for discipline against Respondent James Randall  
19 Schantz, doing business as James Randall Schantz, under Home Improvement Salesperson  
20 Registration No. 112893 SP, regardless of whether Respondent Jams Randall Schantz had  
21 knowledge of or participated in the acts or omissions which constitute cause for discipline against  
22 Respondent All Seasons.

23 **TWENTY-THIRD CAUSE FOR DISCIPLINE**

24 **(Cause for Discipline for Officer – Respondent Larry Ross Hays)**

25 94. Pursuant to section 7122 of the Code, the causes for discipline established as to  
26 Respondent All Seasons constitute cause for discipline against Respondent Larry Ross Hays,  
27 under Home Improvement Salesperson Registration No. 48747 SP, because Respondent Larry  
28

1 Ross Hays had knowledge of and participated in the acts or omissions which constitute cause for  
2 discipline against Respondent All Seasons.

3 **DISCIPLINARY CONSIDERATIONS**

4 95. To determine the degree of discipline, if any, to be imposed on Respondent,  
5 Complainant alleges:

6 a. On or about September 16, 2020, Respondent All Seasons Windows and Patios,  
7 Inc., License No. 1011149, received Letter of Admonishment #LOA 2020-0041 from the Board,  
8 Complaint No. SV 2020-1720, for violation of Code sections 7027.1 (advertising in a  
9 classification not on the license).

10 b. On or about July 29, 2022, Respondent All Seasons Windows and Patios, Inc.,  
11 License No. 1011149, was issued Citation No. 2 2021 2429, for violation of Code sections 7027.1  
12 (Advertising by Unlicensed Person), for advertising for construction work requiring a C27  
13 (Landscaping) and/or C61/D12 (Synthetic Products, and a C13 (Fencing) classification license  
14 when only licensed as a B (General Building Contractor) classification; 7030.5 (failed to include  
15 contractor's license number in advertising); and 7154(d) (Employed unregistered home  
16 improvement salesperson B.W.O.). Citation No. 2 2021 2429 is final.

17 **CAUSES FOR OTHER ACTION**

18 **FIRST CAUSE FOR OTHER ACTION**

19 **(Restrictions on Qualifier – Respondent James Randall Schantz)**

20 96. Pursuant to Code section 7121.5, if License Number 1011149 issued to Respondent  
21 All Seasons Windows and Patios, Inc., is revoked or suspended, Respondent James Randall  
22 Schantz shall be prohibited from serving as an officer, director, associate, partner, manager, or  
23 qualifying individual of a licensee during the time the discipline is imposed, whether or not he  
24 had knowledge of or participated in the acts or omissions constituting grounds for discipline as  
25 alleged in the causes for discipline, above, and any licensee which employs, elects, or associates  
26 Respondent James Randall Schantz other than as a bona fide nonsupervising employee shall be  
27 subject to disciplinary action.

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1 **SECOND CAUSE FOR OTHER ACTION**

2 **(Restrictions on Respondent Larry Ross Hays)**

3 97. Pursuant to Code section 7121, if License Number 1011149 issued to Respondent All  
4 Seasons Windows and Patios, Inc., is revoked or suspended, Respondent Larry Ross Hays shall  
5 be prohibited from serving as an officer, director, associate, partner, manager, qualifying  
6 individual, or member of the personnel of record of a licensee in that, while serving as Officer of  
7 Respondent Hays had knowledge of or participated in the acts or omissions constituting grounds  
8 for discipline as alleged in the causes for discipline, above.

9 **PRAYER**

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

- 12 1. Ordering the revocation or suspension of Contractor's License Number 1011149  
13 issued to All Seasons Windows and Patios, Inc., pursuant to Code section 7090;
- 14 2. Ordering the revocation or suspension of Contractor's License Number 788012 issued  
15 to J R Schantz, doing business as The Screen Machine, pursuant to Code section 7090;
- 16 3. Ordering the revocation or suspension of Contractor's License Number 1028464  
17 issued to JRSchantz Construction, pursuant to Code section 7090;
- 18 4. Ordering the revocation or suspension of Home Improvement Registration  
19 No. 112893 SP issued to Respondent James Randall Schantz, pursuant to Code section 7090;
- 20 5. Ordering the revocation or suspension of Home Improvement Registration  
21 No. 48747 SP issued to Larry Ross Hays, pursuant to Code section 7090;
- 22 6. Ordering restitution of all damages according to proof suffered by J.T., as a condition  
23 of probation in the event probation is ordered for Respondent All Seasons Windows and Patios,  
24 Inc.; Respondent James Randall Schantz; and/or Respondent Larry Ross Hays, pursuant to  
25 Government Code section 11519, subdivision (d);
- 26 7. If revocation of Contractor's License Number 1011149 issued to All Seasons  
27 Windows and Patios, Inc. is ordered, an order for restitution of all damages suffered by J.T. as a  
28 result of Respondent All Seasons Windows and Patios, Inc.'s conduct as a contractor shall be

1 issued, as a condition precedent to any future restoration of Contractor's License Number  
2 1011149, or before any new license is issued;

3 8. Ordering Respondents All Seasons Windows and Patios, Inc., James Randall Schantz  
4 and Larry Ross Hays to pay the Registrar costs for the investigation and enforcement of the case  
5 according to proof at the hearing, pursuant to Code section 125.3;

6 9. Ordering Respondent All Windows and Patios, Inc. and Respondent James Randall  
7 Schantz to provide the Registrar with a listing of all contracting projects in progress and the  
8 anticipated completion date of each, pursuant to Code section 7095;

9 10. Ordering that Respondent James Randall Schantz is prohibited from serving as an  
10 officer, director, associate, partner, manager or qualifying individual of a licensee, pursuant to  
11 Code section 7121.5;

12 11. Ordering that Respondent Larry Ross Hays is prohibited from serving as an officer,  
13 director, associate, partner, or qualifying individual of a licensee, pursuant to Coe section 7121;  
14 and

15 12. Taking such other and further action deemed proper.

16  
17 DATED: 12/6/2023

*Brian Melvin*

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BRIAN MELVIN  
Supervising Special Investigator I  
Contractors State License Board  
Department of Consumer Affairs  
State of California  
*Complainant*

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