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

In the Matter of the Accusation Against: **PACIFIC HOME REMODELING, INC.,** **12658 W. Washington Blvd.** **Los Angeles, CA 90066** **NOAM MAOR, RMO** **YORAM HAKIMI, CEO/PRES** **Contractor's License No. 768166, B** **Affiliated License** **HOMESTAR BUILDERS INC.** **12658 W. Washington Blvd.** **Los Angeles, CA 90066** **NOAM MAOR, RMO** **YORAM HAKIMI, CEO/PRES** **Contractor's License No. 808104, B** Respondents.	Case No. N2009-425 **A C C U S A T I O N**

Complainant alleges:

PARTIES

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

2. On or about September 2, 1999, the Registrar of Contractors issued Contractor's License Number 768166, classification B (general contractor), to Pacific Home Remodeling, Inc. ("Respondent") with Noam Maor as Responsible Managing Officer, and Yoram Hakimi as CEO/PRES. The license was in full force and effect at all times relevant to the charges brought herein and will expire on September 30, 2011, unless renewed.

3. On or about May 15, 2002, the Registrar of Contractors issued Contractor's License Number 808104, classification B (general contractor), to Homestar Builders, Inc., with Noam Maor as Responsible Managing Officer, and Yoram Hakimi as CEO/PRES. The license was in full force and effect at all times relevant to the charges brought herein and will expire on May 31, 2012, unless renewed.

JURISDICTION

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

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

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

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

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

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

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

8. Code section 7096 states:

"For the purpose of this chapter, the term 'licensee' shall include an individual, copartnership, corporation, or any combination or organization licensed under this chapter, and shall also include any named responsible managing officer or member of the personnel of such licentiate whose appearance has qualified the licentiate under the provisions of Section 7068."

9. Code section 7097 states:

"Notwithstanding the provisions of Sections 7121 and 7122, when any licensee has been suspended by a decision of the registrar pursuant to an accusation or pursuant to subdivision (b) of Section 7071.17, Section 7085.6 or 7090.1, any additional license issued under this chapter [the Contractors' State License Law] in the name of the licensee or for which the licensee furnished qualifying experience and appearance under the provisions of Section 7068, may be suspended by the registrar without further notice."

10. Code section 7098 states:

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

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

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

13. Code section 7121 states:

"Any person who has been denied a license for a reason other than failure to 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 member, officer, director, or associate of any partnership, corporation, 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 member, officer, director, 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, or qualifying individual of a licensee, and the employment, election, or association of this type of person by a licensee in any capacity other than as a non-supervising bona fide employee shall constitute grounds for disciplinary action."

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14. Code section 7121.5 states:

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

15. Code section 7122.5 states:

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

STATUTORY PROVISIONS

16. Code section 7071.13 states that "[a]ny reference by a contractor in his advertising, soliciting, or other presentments to the public to any bond required to be filed pursuant to this chapter is a ground for the suspension of the license of such contractor."

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

18. Section 7109 of the Code states:

"(a) 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.

"(b) A willful departure from or disregard of plans or specifications in any material respect, which is prejudicial to another, without the consent of the owner or his or her duly authorized

representative and without the consent of the person entitled to have the particular construction project or operation completed in accordance with such plans or specifications, constitutes a cause for disciplinary action."

19. 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 8505 or 8556 of this code, or of Sections 1689.5 to 1689.8, inclusive, or Sections 1689.10 to 1689.13, 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 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."

20. Code section 7113 of the Code states that "[f]ailure 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."

21. Code section 7116 states that "[t]he doing of any willful or fraudulent act by the licensee as a contractor in consequence of which another is substantially injured constitutes a cause for disciplinary action."

22. Code section 7154 states that "[a] home improvement contractor who employs a person to sell home improvement contracts while such person is not registered by the registrar as a home improvement salesman as provided in this Article is subject to disciplinary action by the registrar."

23. Code section 7159 states, in pertinent part:

". . . .

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

". . .

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

". . . .

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

". . . "

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

". . . "

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

". . . "

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

". . . ."

"(B) The approximate date of completion.

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

"(e)(1) A notice concerning commercial general liability insurance. This notice may be provided as an attachment to the contract if the contract includes the following statement: "A notice concerning commercial general liability insurance is attached to this contract." The notice shall include the heading "Commercial General Liability Insurance (CGL)," followed by whichever of the following statements is both relevant and correct:

"(A) "(The name of the license or 'This contractor') does not carry commercial general liability insurance."

"(B) "(The name on the license or 'This contractor') carries commercial general liability insurance written by (the insurance company). You may call (the insurance company) at to check the contractor's insurance coverage."

"(C) (The name of the licensee or 'This contractor') is self-insured.

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

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

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

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

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

"(B) A statement informing the buyer that extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

"(i) The scope of work encompassed by the order.

"(ii) The amount to be added or subtracted from the contract.

"(iii) The effect the order will make in the progress payments or the completion date.

"(C) A statement informing that the contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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

"MECHANICS' LIEN WARNING:

"Anyone who helps improve your property, but who is not paid, may record what is called a 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.

"Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the 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.

"To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

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

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

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

"PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who

has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

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

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

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

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

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

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

"For more information:

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

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

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

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

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

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

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

"(B) Three-Day Right to Cancel

"You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed 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.

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

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

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

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

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

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

"(v) The notice may be attached to the contract if the contract includes, in at least 12-point boldface type, a checkbox with the following statement: "The law requires that the contractor

give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel.'"

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

"Notice of Cancellation"

/enter date of transaction/

_____

(Date)

"You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

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

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"To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to_____,

/name of seller/

at_____

/address of seller's place of business/

not later than midnight of_____.

(Date)

"I hereby cancel this transaction. _____

(Date)

_____

(Buyer's signature)

24. Code section 7159.5, states, in pertinent part:

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

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

". . . .

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

". . . .

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

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COST RECOVERY

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

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

SERVI PROJECT

27. On May 30, 2006, Melvin Servi entered into a written contract with Danny Almog, an unregistered salesman working for Respondent, to provide and install fourteen (14) new windows and a slider at Servi's residence located at 1564 Candor Street in Encinitas(Servi project), in the amount of $17,140. The windows to be installed were to be "new construction" (nail-fin) windows because of moisture problems, which would require existing frames to be removed, with the exception of two windows, on either side of the fireplace, which would be retro-fit windows, to avoid the necessity of removing the frames of those two windows to prevent damage to the brick. Respondent claimed to be licensed to install new construction windows (unlike other contractors interviewed by Servi who declined the job because they were only licensed to install retro-fit windows). Servi paid Respondent considerably more for nail-fin windows.

28. The windows were ordered, delivered, and installed within three weeks of the signing of the contract. Respondent delivered and installed retro-fit windows instead of the agreed new construction (nail-fin) windows. Respondent inappropriately removed existing window frames, which should have stayed in place if he was installing retro-fit windows and should have only been removed if new construction (nail fin) windows were installed.

29. After Servi complained to Respondent that the wrong type of windows had been delivered and improperly installed, Respondent wrote up an addendum agreeing to reorder and install "stucco-fin" windows. The second set of windows that were delivered and partially

installed were also retro-fit, still the wrong type of window, just a different style than the first set of installed retro-fit windows. The second set was not only the wrong type of window, but were also improperly installed as the existing window frames had been removed.

30. Servi went to the City of Encinitas and found that the work required a permit, which Respondent failed to pull. Servi also hired a licensed contractor to inspect the windows and write up a report and recommendations for repair. The licensed contractor initially recommended that all of the windows be removed, discarded and replaced with new construction windows because the window frames had been removed by Respondent. The licensed contractor offered an alternative repair recommendation wherein the second set of retro-fit windows could be used if the flashing system was carefully "re-built" using milcore and following the licensed contractor's specific instructions. Respondent agreed to the alternative repair recommendation, pulled a permit and began the installation process; however, Respondent failed to follow the instructions of the licensed contractor hired by Servi and, consequently, the partial window installation failed the City inspection as the windows were not properly flashed. After the failed inspection, Respondent told Servi that he was not going to install the windows, to find someone else to do the work, and Respondent agreed to pay to have someone else install the windows and fix the stucco and lath. Servi obtained estimates and faxed them to Respondent. Respondent reneged on his offer and refused to pay.

31. Servi paid Respondent a total of $7,856, and paid the licensed contractor Servi hired to inspect the project $1,200. On or about June 30, 2009, a Board industry expert inspected the Servi project and found that the work performed by Respondent deviated from accepted trade standards and opined that it would cost Servi $26,550 to correct and complete the project begun and abandoned by Respondent.

FIRST CAUSE FOR DISCIPLINE

(Abandonment)

32. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7107, in that Respondent abandoned the Servi project without legal excuse, by failing to

correct and complete the Servi project, after having received a $1,000 deposit, and $6,856 towards the $17,140 contract.

SECOND CAUSE FOR DISCIPLINE

(Departure from Accepted Trade Practices)

33. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7109, subdivision (a), in that on the Servi project, Respondent willfully departed from accepted trade standards for good and workmanlike construction in the following respects:

a. Respondent failed to provide and install nail-fin windows per the contract.

b. Respondent failed to install provide and install the right size sliding glass door.

c. Respondent failed to install the right type of window and installed retrofit type windows that were not to code, as they were not properly integrated into the existing weather barrier with flashing and foam.

d. Respondent installed several windows that were not set plumb and square.

e. Respondent improperly cut stucco leaving a straight edge rather than a broken and uneven edge, which is required to ensure good bonding of patch.

f. Respondent provided flashing paper and weather barrier which was cut and damaged during the removal and installation of windows.

g. Respondent failed to install the right size kitchen window. The new kitchen window is smaller than the original window and existing drywall and tile were not patched to meet edge of window.

h. Respondent failed to protect existing tile around the kitchen window, and failed to match and replace broken tile.

i. Respondent failed to protect existing finishes from damage or repair as necessary and damaged brick interior finish.

j. Respondent failed to provide proper sealant joint at window and improperly attempted to create sealant joint by using casing bead and caulk. Casing bead is not a flashing and the manufacturer does not recommend use of retrofit windows in new installations.

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THIRD CAUSE FOR DISCIPLINE

(Breach of Contract)

34. Respondent has subjected its contractor's licenses to disciplinary action under code section 7113, in that Respondent failed in a material respect to complete the Servi window replacement construction project for the price stated on the contract, and in fact, accepted $7,856 from Servi and never corrected and completed the work.

FOURTH CAUSE FOR DISCIPLINE

(Failed to Obtain Building Permits)

35. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7110, in that on the Servi project, Respondent willfully and deliberately disregarded City of Encinitas, California, Building laws, by failing to obtain a building permit prior to the commencement of the project.

FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

36. Respondent has subjected its contractor's licenses to disciplinary action under code section 7154, in that Respondent employed an unregistered salesperson, Danny Almog, to sell Servi the home improvement contract on behalf of Respondent.

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SIXTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (c)(6): Respondent failed to include in the contract, in close proximity to the signatures of the owner and contractor, a notice stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

b. Subdivision (d)(10): Respondent failed to include in the contract what constitutes substantial commencement of work under the contract.

c. Subdivision (e)(1): Respondent failed to include in the contract a notice concerning commercial general liability insurance.

d. Subdivision(e)(2): Respondent failed to include in the contract a notice concerning workers' compensation insurance.

e. Subdivision (e)(3): Respondent failed to provide notices regarding the performance of extra or change order work.

f. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien warning.

SEVENTH CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

38. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Servi project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(5): The contract called for a 10% down payment, 40% upon measuring, 40% upon delivery of materials, and 10% upon completion. When Respondent abandoned the Servi project, Respondent had received a total of $7,856, that sum being in excess of the value of the work performed or material delivered.

SANDOVAL PROJECT

39. On October 20, 2009, Ruben Sandoval entered into a written contract with Nick Ashnalikyan, a marketing manager for Respondent who was not registered as a home improvement, to apply Tex-Cote exterior coating and paint at Sandoval's residence located at 1255 Kelley Avenue in Corona in the amount of $17,166.00. Sandoval paid $1,000.00 as a down payment, $5,149.00 when measurements were taken, and $11,017.00 as the balance.

40. Respondent worked on the project from December 15, 2009, to December 19, 2009. Respondent had Sandoval sign papers that stated the worked was completed and Sandoval paid Respondent the balance of the contract. Afterwards, Sandoval noticed the texture did not look correct and called Respondent to fix it. He had to call Tex-Cote, the paint manufacturer, who told him the paint was applied incorrectly. They called Respondent and Respondent came back to

repaint it on or about May 1, 2010. Respondent was supposed to return to reapply primer to the eaves, complete the final cut-in work on the fascia, and finish the project.

41. Respondent then had Sandoval sign a document in June 2010 to allow them to return and finish the project in accordance with the manufacturer's specification; Respondent in fact never returned. As a result of Respondent's conduct, the eaves need to be re-primed and repainted, the paint is peeling, there is overspray on the fascia and eaves, the garage door needs to be re-primed and repainted, and the exterior door trim is substandard. Sandoval has or will incur a financial loss of $5,675.00 in order to correct the project.

EIGHTH CAUSE FOR DISCIPLINE

(Abandonment)

42. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7107, in that Respondent abandoned the Sandoval project without legal excuse, by failing to complete the painting of the eaves by applying a primer and finish coat on the fascia boars and wood trim; and by failing to complete the final cut-in work on the fascia.

NINTH CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

43. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7109, subdivision (a), in that on the Sandoval project, Respondent willfully departed from accepted trade standards for good and workmanlike construction in the following respects:

a. Respondent installed a warped piece of casing on the right side of the front entry door, which has to be removed and replaced because millwork should be installed straight and true.

b. Respondent painted the gas meter and non-owned items like utility meters that should not be painted without the utility company's consent so that the paint on these items must now be cleaned and repainted pursuant to the utility and gas company's specifications.

c. Respondent failed to thoroughly prepare and caulk all exterior woodwork before beginning to paint.

d. Respondent did not caulk and seal the exterior wood trim above and around the rear sliding glass door.

TENTH CAUSE FOR DISCIPLINE

(Breach of Contract)

44. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7113, in that Respondent failed in a material respect to complete the Sandoval exterior painting project for the price stated on the contract, and in fact, $17,166.00 from Sandoval and never corrected and completed the work. Sandoval will have to secure the services of other contractors to correct the work at $5,675.00 more than the contract price.

ELEVENTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

45. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Nick Ashnalikyan, to sell Sandoval the home improvement contract on behalf of Respondent.

TWELFTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12 point font information about the Contractors' State License Board.

LOVE PROJECT

47. On November 24, 2009, Angela Love entered into a contract with Danny Olson, a salesperson for Respondent, to install a front door with a screen door and a garage door with opener at her residence at her residence located at 9946 Columbus Avenues in Mission Hills in the amount of $5,583.00. Respondent promised orally to have the project done by Christmas. Later, they agreed to install a wood railing at the front entrance as well.

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48. Love paid the down payment of $250 on that day. She wanted to cancel the project after she wrote the first check but no one returned her numerous calls. She was frightened and scared. Respondent finally returned her call and just told her to deal with the company. On December 3, Love gave them another check for $1,700.00 because she was scared. She called several more times with no response; Respondent finally called her and told her they would install the doors on December 28. Although the garage door and opener was installed on this day, the front door was not. Love called Respondent about the front door and was met with dilatory and rude responses from Respondent's staff. In January 2010, she received a call that Respondent wanted to deliver the door but would not install it. Respondent wrote Love a letter on January 14, 2010, stating they wanted to install the front door but that Respondent refused to let them.

THIRTEENTH CAUSE FOR DISCIPLINE

(Abandonment)

49. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7107, in that Respondent abandoned the Love project without legal excuse, by failing to correct and complete it, after having received a $250.00 deposit, and an additional $1,700.00 towards the contract.

FOURTEENTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

50. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Danny Olson, to sell Love the home improvement contract on behalf of Respondent.

FIFTEENTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (d)(10)(c): Respondent failed to include the approximate date on which work will commence.

b. Subdivision (d)(11)(B): Respondent failed to include the approximate date of completion.

c. Subdivision (e)(6)(A): Respondent failed to include in the contract properly the notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

SIXTEENTH CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

52. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Love project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(5): The contract called for a $250.00 down payment, $1,700.00 upon measuring, and $3,633.00 upon completion. When Respondent abandoned the Love project, Respondent had received a total of $1,950.00, that sum being in excess of the value of the work performed or material delivered.

SAMUELS PROJECT

53. On December 20, 2005, Mark and Marie Samuels signed two separate contracts with Karl Vogel, an unregistered salesperson for Respondent, to construct a sunroom for $15,000.00 and install a new roof for $8,500.00 at their residence located at 4933 Concho Place in Oceanside. On January 17, 2006, they executed an addendum to the sunroom contract, which increased the price to $22,000.00 for adding a tile floor. The sunroom was completed but Respondent refused to start the roof job. The Samuels did not agree to cancel the roof contract and had funds available to pay the contract price for it. After the sunroom was completed, the Samuels realized that the requisite city building permits had not been obtained. On June 26, 2006, by another addendum, Respondent agreed to pull permits for the sunroom and roof contracts at no costs; Respondent never pulled these permits. The Samuels paid Respondent a total of $23,500.00 from when they abandoned the roofing project. Respondent refused to apply the remaining $1,500.00 to do the roofing project and instead refunded the Samuels this $1,500.00.

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SEVENTEENTH CAUSE FOR DISCIPLINE

(Abandonment)

54. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7107, in that Respondent abandoned the Samuels project without legal excuse, by failing to correct and complete the Samuels project, after having received a $500.00 deposit, and $1,500.00 towards the $8,500.00 contract.

EIGHTEENTH CAUSE FOR DISCIPLINE

(Breach of Contract)

55. Respondent has subjected its contractor's licenses to disciplinary action under code section 7113, in that Respondent failed in a material respect to complete the Samuels roofing construction project for the price stated on the contract after accepting the down payment and may have to spend more money above the contract price to complete the project.

NINETEENTH CAUSE FOR DISCIPLINE

(Failed to Obtain Building Permits)

56. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7110, in that on the Samuels project, Respondent willfully and deliberately disregarded City of Oceanside, California, building laws, including City Ordinance 096-16, by failing to obtain a permit prior to the commencement of the project.

TWENTIETH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

57. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Karl Vogel, to sell Samuels the home improvement contracts on behalf of Respondent.

MAURI PROJECT

58. On August 31, 2009, Joseph and Joan Mauri entered into a written contract with Peter Stern, who represented himself as a salesperson for Respondent, to install a solar energy system for $49,418.00 at their residence located at 205 White Horse Lane in Fallbrook. On that day, Respondent was paid a down payment of $1,000.00. On September 1, 2009, Respondent charged

the Mauris $10,000.00 on their credit card, increasing the total payments to Respondent to $11,000.00. No material was delivered and the only service Respondent had performed was the measurements.

59. On September 1, 2009, the Mauris told the salesperson they wanted to cancel the contract because they felt they were subjected to a high pressure sales technique. About a month later, Respondent called the Mauris to schedule the installation but they reminded Respondent they had timely cancelled. The Mauris disputed the $10,000.00 charge made and it was eventually refunded back to them but not before the Mauris hired an attorney to send letters to Respondent to get their money back. The Mauris incurred approximately $2,000 in attorney's fees.

TWENTY-FIRST CAUSE FOR DISCIPLINE

(Willful or Fraudulent Injury)

60. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7116, in that Respondent willfully took a substantial deposit, did not buy any materials for the Mauri project, and failed to return the deposit upon the Mauris' timely cancellation of the contract.

TWENTY-SECOND CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (e)(6)(A): Respondent failed to include in the contract properly the notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

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TWENTY-THIRD CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

62. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Mauri project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(3): The Mauris were charged $10,000.00 one day after the contract was signed.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Reference to Bond in Advertising)

63. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7071.13, in that on the Mauri project, Respondent made a reference to a bond in its advertising, soliciting, or presentment to the Mauris in the contract.

THOMAS PROJECT

64. On March 29, 2009, Connye Thomas entered into a written contract with Edan Cohen, an unregistered salesperson for Respondent, to paint the exterior of her residence and ten interior cabinets and stucco the garage at 3519 South Sycamore Avenue in Los Angeles for $12,978.00. Respondent was paid a deposit of $1,000.00 and also asked for a post-dated check (April 3, 2009) for $3,893.00.

65. Work began on April 8, 2009. Although the exterior painting and stucco were completed, the painting of the interior cabinets was not. Respondent had been paid $4,893.00, leaving a balance of $8,085.00.

TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

66. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Edan Cohen, to sell Thomas the home improvement contract on behalf of Respondent.

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TWENTY-SIXTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (e)(6)(A): Respondent failed to include in the contract properly the notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

TWENTY-SEVENTH CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

68. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Thomas project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(5): Respondent was paid $1,000.00 on March 29, 2009, and received a post-dated check for $3,893.00 so that a total payment exceeding $1,000.00 was received before work was performed or materials were delivered.

TERRIO PROJECT

69. On March 2, 2009, Robert Terrio entered into a contract with Sandro Padron, an unregistered home improvement salesperson working on behalf of Respondent, to install a front entry door at Terrio's residence at 1562 Bermuda Dunes in Ontario for $3,000.00. Terrio paid a 10% deposit of $300.00 and Respondent refunded the money after saying they could not complete the work for the contracted price.

TWENTY-EIGHTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

70. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed an unregistered salesperson, Sandro Padron, to sell Terrio the home improvement contract on behalf of Respondent.

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TWENTY-NINTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (c)(6): Respondent failed to include in the contract, in close proximity to the signatures of the owner and contractor, a notice stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

b. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien warning.

c. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12 point font information about the Contractors' State License Board.

d. Subdivision (e)(6): Respondent failed to include in the contract properly the notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

PETROSIAN PROJECT

72. On April 15, 2008, Hasmik and Haroutyan Petrosian entered into a contract with Respondent to repair stucco and apply an exterior coat to their house and install two "magic" windows with removable panels for cleaning at their residence at 6757 Newcastle Avenue in Reseda for $19,754.00. The Petrosians paid a deposit of $1,000.00. Edan Cohen, an unregistered home improvement salesperson, signed on behalf of Respondent. On August 27, 2008, Respondent collected an additional $6,188.88 when measurements were taken for the windows.

73. The Petrosians cancelled the contract. Adam Shaul, another unregistered home improvement salesperson working for Respondent, initially agreed to bring the refund to them. However, when Shaul arrived, instead of issuing the refund, he negotiated an addendum to do more work. On September 8, 2009, the parties entered into a second addendum to install three windows and a sliding door at no additional cost for a total of $19,754.00.

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74. Respondent never installed the "magic" windows but instead installed a stationary window that does not open. The work that was done—application of texture coating, completion of the sliding door and three windows, removal of three additional sliding doors at the rear of the house, and framing the area to make a solid wall—was done without building permits.

THIRTIETH CAUSE FOR DISCIPLINE

(Reference to Bond in Advertising)

75. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7071.13, in that on the Petrosian project, Respondent made a reference to a bond in its advertising, soliciting, or presentment to the Petrosian in the top left corner of the contract.

THIRTY-FIRST CAUSE FOR DISCIPLINE

(Failed to Obtain Building Permits)

76. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7110, in that on the Petrosian project, Respondent willfully and deliberately disregarded City of Los Angeles, California, building laws, by failing to obtain a building permit before the commencement of the project.

THIRTY-SECOND CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

77. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7154, in that Respondent employed unregistered salespeople, Edan Cohen and Adam Shaul, to sell the Petrosians the home improvement contract on behalf of Respondent.

THIRTY-THIRD CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (c)(6): Respondent failed to include in the contract, in close proximity to the signatures of the owner and contractor, a notice stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

b. Subdivision (e)(1): Respondent failed to include in the contract a notice concerning commercial general liability insurance.

c. Subdivision(e)(2): Respondent failed to include in the contract a notice concerning workers' compensation insurance.

d. Subdivision (e)(3): Respondent failed to provide notices regarding the performance of extra or change order work.

e. Subdivision (e)(4): Respondent failed to provide a notice of the mechanic's lien warning.

f. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12 point font information about the Contractors' State License Board.

d. Subdivision (e)(6): Respondent failed to include in the contract properly the notice of "Three Day Right to Cancel" and the language required by law in subparagraph (B) of the statute.

THIRTY-FOURTH CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

79. Respondent has subjected its contractor's licenses to disciplinary action under Code section 7159.5, in that on the Petrosian project, Respondent failed to comply with the provisions of that Code, as follows:

a. Subdivision (a)(5): The contract called for a $1,000.00 down payment with an additional $6,188.88 upon measuring. This was in excess of the value of the work performed or material delivered.

FAIRBANKS PROJECT

80. On June 24, 2009, Craig Fairbanks entered into a contract with Peter Stern, an unregistered home improvement salesperson on behalf of Respondent, to install a solar system at Fairbanks's residence at 30162 Heritage Street in Murrieta for $53,990.00 after rebates. Fairbanks paid Respondent in full. Work began on September 15, 2009, and was completed in January 2010.

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THIRTY-FIFTH CAUSE FOR DISCIPLINE

(Employed Unregistered Salesperson)

81. Respondent has subjected its contractor's licenses to disciplinary action under code section 7154, in that Respondent employed an unregistered salesperson, Peter Stern, to sell Fairbanks the home improvement contract on behalf of Respondent.

THIRTY-SIXTH CAUSE FOR DISCIPLINE

(Violations of the Home Improvement Contract Form)

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

a. Subdivision (e)(5): Respondent failed to include in the contract a notice of at least 12 point font information about the Contractors' State License Board.

OTHER MATTERS

83. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 768166 issued to Pacific Home Remodeling, Inc. and Contractor's License Number 808104 issued to Homestar Builders, Inc. are suspended or revoked by decision of the Registrar, then Registrar may suspend or revoke, without notice, Contractor's License Number 768166 issued to Noam Maor, who is the Responsible Managing Officer of Pacific Home Remodeling, Inc., and Contractor's License Number 808104 issued to Noam Maor, who is the Responsible Managing Officer of Homestar Builders, Inc. Furthermore, the Registrar may suspend or revoke any other license issued in the name of Noam Maor or for which Noam Maor has furnished the qualifying experience and appearance.

84. Pursuant to Code section 7121, if discipline is imposed on Contractor's License Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor's License Number 808104 issued to Homestar Builders, Inc., then Noam Maor and Yoram Hakimi shall be prohibited from serving as an officers, directors, associates, partners, or qualifying individuals of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or

associates Noam Maor or Yoram Hakimi in any capacity other than as a non-supervising bona fide employee shall be subject to disciplinary action.

85. Pursuant to Code section 7121.5, if discipline is imposed on Contractor's License Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor's License Number 808104 issued to Homestar Builders, Inc., then Noam Maor and Yoram Hakimi shall be prohibited from serving as officers, directors, associates, partners, or qualifying individuals of any licensee during the time the discipline is imposed, whether or not they had knowledge or participated in the acts or omissions constituting grounds for discipline, and any licensee which employs, elects, or associates Noam Maor and Yoram Hakimi shall be subject to disciplinary action.

86. Pursuant to Code section 7122.5, if disciplinary action is imposed on Contractor's License Number 768166 issued to Pacific Home Remodeling, Inc. or Contractor's License Number 808104 issued to Homestar Builders, Inc., then said action likewise constitutes a cause for disciplinary action against Noam Maor and Yoram Hakimi who, at the time of the act or omission occurred, were the responsible managing employees or RMO's, qualifying partners, or qualifying members of such individual, partnership, corporation, firm, or association, whether or not they had knowledge of or participated in said acts or omissions.

PRAYER

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

1. Revoking or suspending Contractors' License Number 768166 issued to Pacific Home Remodeling, Inc. and Contractor's License Number 808104 issued to Homestar Builders, Inc.;

2. Revoking or suspending any other license for which Noam Maor is furnishing the qualifying experience or appearance;

3. Prohibiting Noam Maor and Yoram Hakimi from serving as officers, directors, associates, partners, or qualifying individuals of any licensee during the period that discipline is imposed on Contractor's License Number 768166 issued to Pacific Home Remodeling and Contractor's License Number 808104 issued to Homestar Builders, Inc.;

4. Ordering restitution of all damages according to proof suffered by the homeowners Melvin Servi, Ruben Sandoval, Angela Love, Mark and Marie Samuels, Joseph and Joan Mauri, Connye Thomas, Robert Terrio, Hasmik and Haroutyan Petrosian, and Craig Fairbanks as a condition of probation in the event probation is ordered;

5. Ordering restitution of all damages suffered by the homeowners Melvin Servi, Ruben Sandoval, Angela Love, Mark and Marie Samuels, Joseph and Joan Mauri, Connye Thomas, Robert Terrio, Hasmik and Haroutyan Petrosian, and Craig Fairbanks as a result of Pacific Home Remodeling, Inc.'s and Homestar Builders, Inc.'s conduct as a contractor, as a condition of restoration of Contractor's License Number 768166 issued to Pacific Home Remodeling and Contractor's License Number 808104 issued to Homestar Builders, Inc.;

6. Ordering Pacific Home Remodeling, Inc. and Homestar Builders, Inc. to pay the Registrar of Contractors his costs in the investigation and enforcement of the case according to proof at the hearing, pursuant to Code section 125.3;

7. Ordering Pacific Home Remodeling, Inc. and Homestar Builders, Inc. to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each; and

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

DATED: October 14, 2011

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

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