

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

In the Matter of the Accusation Against:

PRIORITY ONE ELECTRIC

9018 Balboa Blvd., Unit 617

Northridge, CA 91325

DANIEL PATRICK HORAN

aka DANIEL PATRICK PLATT, Sole Owner

Contractor's License No. 766210

and

**PRIORITY ONE AFFORDABLE HEATING
AND AIR**

1135 Wendy Lane

Big Bear City, CA 92314

DANIEL PATRICK HORAN, General Partner;

RICHARD CLAUDE AGUIRRE, Qualifying
Partner

Contractor's License No. 918119

Respondents

**TRI COUNTY'S BEST ELECTRIC AND
SERVICE**

9018 Balboa Blvd., #617

Northridge, CA 91325

DANIEL PATRICK HORAN, Sole Owner

Contractor's License No. 582423

Affiliated Party

Case No. N2010-520

OAH No. 2012060158

ORDER TO ADOPT
STIPULATED SETTLEMENT

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter. Failure to comply with the terms and conditions of the probation will cause the probationary period to be extended, until said terms are complied with or the discipline is reimposed.

IT IS FURTHER ORDERED that **PRIORITY ONE ELECTRIC**, Contractor's License No. **766210**, on or after the effective date of this Decision shall file a Disciplinary Bond or post a cash deposit in the amount of \$15,000, for a period of not less than three years pursuant to section 7071.8 of the Business and Professions Code, and that Respondent is hereby notified that practice under the license may not be restored until satisfactory evidence of such bond or cash deposit is on file with the Registrar. The Failure to obtain a Disciplinary Bond will cause the probationary period not to be in effect, until the required bond is obtained, submitted to and accepted by the Registrar.

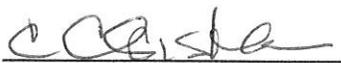
IT IS FURTHER ORDERED that **TRI COUNTY'S BEST ELECTRIC AND SERVICE**, Contractor's License No. **582423**, on or after effective date of this Decision shall file a Disciplinary Bond or post a cash deposit in the amount of \$15,000, for a period of not less than three years pursuant to section 7071.8 of the Business and Professions Code, and that Respondent is hereby notified that practice under the license may not be restored until satisfactory evidence of such bond or cash deposit is on file with the Registrar. Failure to obtain a Disciplinary Bond will cause the probationary period not to be in effect, until the required bond is obtained, submitted to and accepted by the Registrar.

IT IS FURTHER ORDERED pursuant to Section 7102 of the Business and Professions Code and section 870 of the Code of Regulations, that **PRIORITY ONE AFFORDABLE HEATING AND AIR**, Contractor's License No. **918119**, is revoked and shall not apply for reissuance or reinstatement for one year(s) from the effective date of this Decision.

IT IS THE responsibility of the Respondents named in this Order, to read and follow the Order. The deadlines for meeting the terms and conditions are based upon the EFFECTIVE DATE of this Decision. No notices or reminders will be sent as to compliance with the terms and conditions. Proof of payments of restitution and payments for the Cost of Investigation and Enforcement if ordered, are to be sent to: CSLB, Sacramento Case Management, Post Office Box 26888, Sacramento, CA 95826.

This Decision shall become effective on December 28, 2012.

IT IS SO ORDERED November 27, 2012.



Stephen P. Sands
Registrar of Contractors

INFORMATION PURSUANT TO §11521 OF THE GOVERNMENT CODE

If you wish to file a Petition for Reconsideration pursuant to Government Code §11521, the text which appears below for your review, the Petition must be received prior to the effective date of the Decision. However, please be aware that the Board needs approximately five (5) working days to process a Petition. Petitions should be sent to the following address: CONTRACTORS STATE LICENSE BOARD, P.O. BOX 269121, SACRAMENTO, CA 95826, ATTN: LEGAL ACTION DEPUTY. Fax documents can be sent to (916) 255-3933.

11521. (a) The agency itself may order a reconsideration of all or part of the case on its own motion or on petition of any party. The agency shall notify a petitioner of the time limits for petitioning for reconsideration. The power to order a reconsideration shall expire 30 days after the delivery or mailing of a decision to a respondent, or on the date set by the agency itself as the effective date of the decision if that date occurs prior to the expiration of the 30-day period or at the termination of a stay of not to exceed 30 days which the agency may grant for the purpose of filing an application for reconsideration. If additional time is needed to evaluate a petition for reconsideration filed prior to the expiration of any of the applicable periods, an agency may grant a stay of that expiration for no more than 10 days, solely for the purpose of considering the petition. If no action is taken on a petition within the time allowed for ordering reconsideration, the petition shall be deemed denied.

(b) The case may be reconsidered by the agency itself on all the pertinent parts of the record and such additional evidence and argument as may be permitted, or may be assigned to an administrative law judge. A reconsideration assigned to an administrative law judge shall be subject to the procedure provided in Section 11517. If oral evidence is introduced before the agency itself, no agency member may vote unless he or she heard the evidence.

1 KAMALA D. HARRIS
Attorney General of California
2 KAREN B. CHAPPELLE
Supervising Deputy Attorney General
3 RANDY M. MAILMAN
Deputy Attorney General
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6 Facsimile: (213) 897-2804
Attorneys for Complainant

7
8 **BEFORE THE**
9 **REGISTRAR OF CONTRACTORS**
10 **CONTRACTORS' STATE LICENSE BOARD**
11 **DEPARTMENT OF CONSUMER AFFAIRS**
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. N2010-137

14 **PRIORITY ONE AFFORDABLE**
15 **HEATING AND AIR**
16 **1135 Wendy Lane**
17 **Big Bear City, CA 92314**
18 **Contractor's License No. 918119**
19 **DANIEL PATRICK HORAN, GENERAL**
20 **PARTNER;**
21 **RICHARD CLAUDE AGUIRRE,**
22 **QUALIFYING PARTNER**

OAH No. 2012060156

23 **TRI COUNTY'S BEST ELECTRICAL**
24 **AND SERVICE**
25 **9018 Balboa Blvd., #617**
26 **Northridge, CA 91325**
27 **Contractor's License No. 582423**
28 **DANIEL PATRICK HORAN, SOLE**
29 **OWNER**

and

30 **PRIORITY ONE ELECTRIC**
31 **9018 Balboa Blvd., Unit 617**
32 **Northridge, CA 91325**
33 **Contractor's License No. 766210**
34 **DANIEL PATRICK HORAN, SOLE**
35 **OWNER**

Case No. N2010-520

OAH No. 2012060158

Respondents.

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

1 In the interest of a prompt and speedy settlement of this matter, consistent with the public
2 interest and the responsibility of the Registrar of Contractors, Contractors' State License Board of
3 the Department of Consumer Affairs, the parties hereby agree to the following Stipulated
4 Settlement and Disciplinary Order which will be submitted to the Registrar for approval and
5 adoption as the final disposition of the Accusations with respect to Daniel Patrick Horan, aka
6 Daniel Patrick Platt, aka Daniel Patrick Horan, and;

7 **PRIORITY ONE AFFORDABLE HEATING AND AIR; DANIEL PATRICK HORAN,**
8 **GENERAL PARTNER; RICHARD CLAUDE AGUIRRE, QUALIFYING PARTNER**
9 **1135 Wendy Lane**
10 **Big Bear City, CA 92314**
11 **Contractor's License No. 918119**

12 **TRI COUNTY'S BEST ELECTRICAL AND SERVICE, DANIEL PATRICK HORAN,**
13 **SOLE OWNER**
14 **9018 Balboa Blvd., #617**
15 **Northridge, CA 91325**
16 **Contractor's License No. 582423,**

17 **and**

18 **PRIORITY ONE ELECTRIC, DANIEL PATRICK HORAN, SOLE OWNER**
19 **9018 Balboa Blvd., Unit 617**
20 **Northridge, CA 91325**
21 **Contractor's License No. 766210**

22 **PARTIES**

23 1. Wood Robinson ("Complainant") is the Enforcement Supervisor I of the Contractors'
24 State License Board. He brought this action solely in his official capacity and is represented in
25 this matter by Kamala D. Harris, Attorney General of the State of California, by Randy M.
26 Mailman, Deputy Attorney General.

27 2. Priority One Affordable Heating and Air; Daniel Patrick Horan, General Partner
28 ("GP"); Richard Claude Aguirre, Qualifying Partner ("QP") is represented in this proceeding by
attorney Carl F. Agren, whose address is: 2600 Michelson, Suite 850, Irvine, CA 92612.

3. Tri County's Best Electrical and Service, Daniel Patrick Horan, sole owner, is
represented in this proceeding by attorney Carl F. Agren, whose address is: 2600 Michelson,
Suite 850, Irvine, CA 92612.

1 The Accusation and all other statutorily required documents were properly served on
2 Respondents on March 14, 2012. Respondents timely filed their Notice of Defense contesting
3 Accusation No. N2010-520.

4 11. A copy of Accusation No. N2010-520 is attached as exhibit B and incorporated
5 herein by reference.

6 **ADVISEMENT AND WAIVERS**

7 12. Respondents have carefully read, fully discussed with counsel, and understand the
8 charges and allegations in Accusation No. N2010-137 and Accusation No. N2010-520.
9 Respondents have also carefully read, fully discussed with counsel, and understand the effects of
10 this Stipulated Settlement ("Stipulation") and Disciplinary Order.

11 13. Respondents are fully aware of their legal rights in this matter, including the right to a
12 hearing on the charges and allegations in the Accusations; the right to be represented by counsel
13 at their own expense; the right to confront and cross-examine the witnesses against them; the right
14 to present evidence and to testify on their own behalf; the right to the issuance of subpoenas to
15 compel the attendance of witnesses and the production of documents; the right to reconsideration
16 and court review of an adverse decision; and all other rights accorded by the California
17 Administrative Procedure Act and other applicable laws.

18 14. Respondents each voluntarily, knowingly, and intelligently waive and give up each
19 and every right set forth above.

20 **CULPABILITY**

21 15. Respondents agree that the charges and allegations in Accusation No. N2010-137, if
22 proven at hearing, constitute cause for imposing discipline on their Contractors' licenses.

23 16. Respondents agree that the charges and allegations in Accusation No. N2010-520, if
24 proven at hearing, constitute cause for imposing discipline on their Contractors' licenses.

25 17. Respondents each agree that their Contractor's Licenses are subject to discipline and
26 agree to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order
27 below.

28

CONTINGENCY

1
2 18. This Stipulation shall be subject to approval by the Registrar of Contractors or his
3 designee. Respondents understand and agree that counsel for Complainant and the staff of the
4 Contractors' State License Board may communicate directly with the Registrar regarding this
5 stipulation and settlement, without notice to or participation by Respondents or their counsel. By
6 signing the Stipulation, Respondents understand and agree that they may not withdraw their
7 agreement or seek to rescind the Stipulation prior to the time the Registrar considers and acts
8 upon it. If the Registrar fails to adopt this Stipulation as its Decision and Order, the Stipulated
9 Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall
10 be inadmissible in any legal action between the parties, and the Registrar shall not be disqualified
11 from further action by having considered this matter.

12 19. The parties understand and agree that facsimile copies of this Stipulated Settlement
13 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
14 effect as the originals.

15 20. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
16 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
17 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
18 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
19 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
20 writing executed by an authorized representative of each of the parties.

21 21. In consideration of the foregoing admissions and stipulations, the parties agree that
22 the Registrar may, without further notice or formal proceeding, issue and enter the following
23 Disciplinary Order:

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27
28

DISCIPLINARY ORDER

1
2 IT IS HEREBY ORDERED that Contractor's License No. 918119 issued to Respondent
3 Priority One Affordable Heating and Air; Daniel Patrick Horan, GP; Richard Claude Aguirre, QP
4 is revoked.

5 IT IS HEREBY ORDERED that Contractor's License No. 766210, issued to Priority One
6 Electric, Daniel Patrick Horan, Sole Owner is revoked. However, the revocation is stayed and
7 Priority One Electric, Daniel Patrick Horan, Sole Owner, is placed on probation for three (3)
8 years on the following terms and conditions.

9 IT IS HEREBY ORDERED that Contractor's License No. 582423 issued to Tri County's
10 Best Electrical and Service, Daniel Patrick Horan, Sole Owner, is revoked. However, the
11 revocation is stayed and Tri County's Best Electrical and Service, Daniel Patrick Horan, Sole
12 Owner is placed on probation for three (3) years on the following terms and conditions.

13 1. **Obey All Laws.** Priority One Electric, Daniel Patrick Horan, Sole Owner and Tri
14 County's Best Electrical and Service, Daniel Patrick Horan, Sole Owner, ("Respondents") shall
15 comply with all federal, state and local laws, including all building laws and uniform codes,
16 governing the activities of a licensed contractor in California.

17 2. **Interviews with Enforcement Representative.** Respondents and any of
18 Respondents' personnel of record shall appear in person for interview with the Registrar or
19 designee upon request and reasonable notice during the probationary period.

20 3. **Completion of Probation.** Upon successful completion of probation, the
21 Contractors' licenses will be fully restored.

22 4. **Violation of Probation.** If Respondents violate probation or any condition of
23 probation in any respect, the Registrar, after giving notice and opportunity to be heard, may
24 revoke probation and impose the disciplinary order that is stayed. If an accusation or petition to
25 revoke probation is filed against Respondents during the probationary period, then the Registrar
26 shall have continuing jurisdiction of this matter until the subsequent matter is final, and the period
27 of probation and all the conditions of probation in this matter shall be extended until the
28 subsequent matter is final. If there is an order to make restitution or pay cost recovery and

1 Respondents fail to comply with the restitution or cost recovery order and make a payment, the
2 Registrar may immediately lift the stay and reimpose the disciplinary order without giving
3 Respondents an opportunity to be heard.

4 **5. Disciplinary Bond.** Not later than the effective date of the decision, Respondents
5 shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the registrar
6 based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand
7 dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code
8 section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not
9 replace any other type of contractor's bond. The disciplinary bond shall remain on file with the
10 registrar for a period of at least two years and for such additional time as the registrar may
11 determine, as required by Business and Professions Code section 7071.8.

12 **6. Production of Documents.** Respondents shall submit copies of documents directly
13 related to construction operations to the Registrar or designee upon demand during the
14 probationary period.

15 **7. Cost Recovery.** Respondents shall pay to the Registrar pursuant to Business and
16 Professions Code section 125.3 the costs of investigation and enforcement in this matter in the
17 amount \$5,000.00 within one year of the effective date of the Decision and Order. Payments may
18 be made in equal monthly installments beginning thirty (30) days from the effective date of the
19 Decision and Order.

20 ///

ACCEPTANCE

1
2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3 discussed it with my attorney, Carl F. Agren. I understand the stipulation and the effect it will
4 have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order
5 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
6 Registrar of Contractors, Contractors' State License Board,

7 DATED: 10/12/12 
8 PRIORITY ONE AFFORDABLE HEATING AND
9 AIR; DANIEL PATRICK HORAN, GP
10 Respondent

11 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
12 discussed it with my attorney, Carl F. Agren. I understand the stipulation and the effect it will
13 have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order
14 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
15 Registrar of Contractors, Contractors' State License Board.

16 DATED: 10/12/12 
17 TRI COUNTY'S BEST ELECTRICAL AND
18 SERVICE, DANIEL PATRICK HORAN, SOLE
19 OWNER
20 Respondent

21 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
22 discussed it with my attorney, Carl F. Agren. I understand the stipulation and the effect it will
23 have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order
24 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
25 Registrar of Contractors, Contractors' State License Board.

26 DATED: 10/22/12 
27 PRIORITY ONE ELECTRIC, DANIEL PATRICK
28 HORAN, SOLE OWNER
Respondent

1 I have read and fully discussed with Respondent Priority One Affordable Heating and Air;
2 Daniel Patrick Horan, GP; Richard Claude Aguirre, QP, Tri County's Best Electrical and Service,
3 Daniel Patrick Horan, sole owner, and Priority One Electric, Daniel Patrick Horan, sole owner,
4 the terms and conditions and other matters contained in the above Stipulated Settlement and
5 Disciplinary Order. I approve its form and content.

6 DATED: 10-30-12 
7 Carl F. Agren
8 Attorney for Respondents

9 **ENDORSEMENT**

10 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
11 submitted for consideration by the Registrar of Contractors, Contractors' State License Board of
12 the Department of Consumer Affairs.

13 Dated: Nov. 5, 2012

14 Respectfully submitted,

15 KAMALA D. HARRIS
16 Attorney General of California
17 KAREN B. CHAPPELLE
18 Supervising Deputy Attorney General


19 RANDY M. MAILMAN
20 Deputy Attorney General
21 *Attorneys for Complainant*

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