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

11 In the Matter of the First Amended Accusation
12 Against:

Case No. N2014-201

13 **WIL WRIGHT LANDSCAPES**
14 **WILFORD AARON WRIGHT, OWNER**
911 Wagon Wheel Lane
Lincoln, California 95946

**FIRST AMENDED
ACCUSATION**

15 **Contractor's License No. 511292**

16 Respondent.

17
18 Wood Robinson ("Complainant") alleges:

19 **PARTIES**

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

23 **Contractor's License**

24 2. On or about May 29, 1987, the Registrar of Contractors ("Registrar") issued
25 Contractor's License Number 511292, classification C27 (landscaping) to Wilford Aaron Wright
26 ("Respondent"), as owner of Green Tree Landscapes. Effective August 24, 2000, the business
27 name was changed to Wil Wright Landscapes. The contractor's license was in full force and effect

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1 at all times relevant to the charges brought herein and will expire on May 31, 2017, unless
2 renewed.

3 3. Respondent's license was previously suspended, as follows:

<u>Suspension Date</u>	<u>Violation</u>	<u>Status</u>
07/08/1993	Code of Civil Procedure section 996.340 (no contractor's bond)	Reinstated 10/27/1993
10/08/1998	Code of Civil Procedure section 996.340 (no contractor's bond)	Reinstated 12/10/1998
01/27/2001	Code of Civil Procedure section 996.340 (no contractor's bond)	Reinstated 03/28/2001
11/26/2002	Business and Professions Code ("Code") section 7071.8 (disciplinary bond)	License expired under suspension 05/31/03; renewed under suspensions 04/02/04; and, suspensions lifted 04/05/2004
04/08/2009	Code of Civil Procedure section 996.340 (no contractor's bond)	Reinstated 04/28/2009
07/05/2011	Code section 7125.2 (failure to maintain workers' compensation insurance)	Reinstated 10/14/2011

JURISDICTION

4. Business and Professions Code ("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.

5. Code section 7095 provides 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 his 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 license shall be accepted by the registrar.

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1 6. Code section 7096 states:

2 For the purposes of this chapter, the term "licensee" shall include an individual,
3 partnership, corporation, limited liability company, joint venture, or any combination
4 or organization licensed under this chapter, and shall also include any named
5 responsible managing officer, responsible managing manager, responsible managing
6 member, or personnel of that licentiate whose appearance has qualified the licentiate
7 under the provisions of Section 7068.

6 7. Code section 7097 states:

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

11 8. Code section 7098 states:

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

15 9. Code section 7106.5 states:

16 The expiration, cancellation, forfeiture, or suspension of a license by operation
17 of law or by order or decision of the registrar or a court of law, or the voluntary
18 surrender of a license by a licensee shall not deprive the registrar of jurisdiction to
19 proceed with any investigation of or action or disciplinary proceeding against the
20 license, or to render a decision suspending or revoking the license.

19 10. Code section 7076.5 provides, in pertinent part, that the inactive status of a license
20 shall not bar any disciplinary action for violating provisions of the Contractors' State License Law
21 (Code sections 7000-7191).

22 11. Code section 7121 provides:

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

1 any of the prohibited acts for which the license was denied, suspended, or revoked,
2 shall be prohibited from serving as an officer, director, associate, partner, manager,
3 qualifying individual, or member of the personnel of record of a licensee, and the
4 employment, election, or association of this type of person by a licensee in any
5 capacity other than as a nonsupervising bona fide employee shall constitute grounds
6 for disciplinary action.

7 STATUTORY PROVISIONS

8 12. Code section 7107 states, "Abandonment without legal excuse of any construction
9 project or operation engaged in or undertaken by the licensee as a contractor constitutes a cause
10 for disciplinary action."

11 13. Code section 7109 states:

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

16 (b) A willful departure from or disregard of plans or specifications in any
17 material respect, which is prejudicial to another, without the consent of the owner or
18 his or her duly authorized representative and without the consent of the person
19 entitled to have the particular construction project or operation completed in
20 accordance with such plans or specifications, constitutes a cause for disciplinary
21 action.

22 14. Code section 7110 states:

23 Willful or deliberate disregard and violation of the building laws of the state, or
24 of any political subdivision thereof, or of Section 8550 or 8556 of this code, or of
25 Sections 1689.5 to 1689.15, inclusive, or Sections 1689.10 to 1689.13, inclusive, of
26 the Civil Code, or of the safety laws or labor laws or compensation insurance laws or
27 Unemployment Insurance Code of the state, or of the Subletting and Subcontracting
28 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.

15. Code section 7113 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."

16. Code section 7115 states: "Failure in any material respect to comply with the
provisions of this chapter, or any rule or regulation adopted pursuant to this chapter, or to comply

1 with the provisions of Section 7106 of the Public Contract Code , constitutes a cause for
2 discipline.”

3 17. Code Section 7159 states, in pertinent part:

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

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

11 (b) For purposes of this section, "home improvement contract" means an
12 agreement, whether oral or written, or contained in one or more documents, between
13 a contractor and an owner or between a contractor and a tenant, regardless of the
14 number of residence or dwelling units contained in the building in which the tenant
15 resides, if the work is to be performed in, to, or upon the residence or dwelling unit of
16 the tenant, for the performance of a home improvement, as defined in Section 7151,
17 and includes all labor, services, and materials to be furnished and performed
18 thereunder, if the aggregate contract price specified in one or more improvement
19 contracts, including all labor, services, and materials to be furnished by the
20 contractor, exceeds five hundred dollars (\$500). "Home improvement contract" also
21 means an agreement, whether oral or written, or contained in one or more documents,
22 between a salesperson, whether or not he or she is a home improvement salesperson,
23 and an owner or a tenant, regardless of the number of residence or dwelling units
24 contained in the building in which the tenant resides, which provides for the sale,
25 installation, or furnishing of home improvement goods or services.

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

(5) A change-order form for changes or extra work shall be incorporated into
the contract and shall become part of the contract only if it is in writing and signed by
the parties prior to the commencement of any work covered by a change order.

(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:

(3) The following heading on the contract form that identifies the type of
contract in at least 10-point boldface type: "Home Improvement."

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

(A) The heading: "Downpayment".

(B) A space where the actual downpayment appears.

1 (C) The following statement in at least 12-point boldface type: "THE
2 DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE
CONTRACT PRICE, WHICHEVER IS LESS".

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

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

8 "MECHANICS LIEN WARNING:

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

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

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

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

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

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

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

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

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."

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(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"

(6)
(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."

18. Code section 7159.5 provides, 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.

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

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

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

7 **COST RECOVERY/RESTITUTION**

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

13 20. Government Code section 11519(d), provides, in pertinent part, that the Registrar
14 may require restitution of damages suffered as a condition of probation in the event probation is
15 ordered.

16 **H.C. PROJECT**

17 21. On or about February 18, 2013, Respondent and "H.C." entered into a written home
18 improvement contract in the amount of \$21,655 to install landscaping at the front and back of
19 H.C.'s residence on Telegraph Hill Drive in Rocklin, California (the "H.C. project"). The H.C.
20 project was to include, but was not limited to, the installation of a lawn, plants, a concrete patio
21 with a patio covering, mow strips, and irrigation. Respondent agreed to replace plants if they died
22 within thirty days of installation. Respondent requested a down payment of \$4,000, which
23 exceeded the allowable amount of \$1,000.

24 22. On or about August 5, 2013, Respondent entered into a verbal change order with H.C.
25 in the amount of \$1,345 for further work to the front and side yard plantings. The total contract
26 price for the H.C. project increased to \$23,000.

27 23. On or about July 22, 2013, H.C. paid Respondent a down payment in the amount of
28 \$4,000. On or about July 23, 2013, Respondent began work on the H.C. project.

1 **THIRD CAUSE FOR DISCIPLINE**

2 (Willful Departure from/Disregard of Specifications)

3 28. Respondent is subject to discipline under Code section 7109(b), in that on the H.C.
4 project, Respondent willfully departed from or disregarded plans or specifications without the
5 consent of H.C., as follows:

6 a. Respondent failed to install gas lines in the backyard as specified in the plans.

7 b. Respondent failed to install the east side of the concrete patio in the shape specified in
8 the plans.

9 c. Respondent failed to stamp the concrete mow strip as specified in the plans.

10 **FOURTH CAUSE FOR DISCIPLINE**

11 (Failure to Complete the Contract for the Stated Contract Price)

12 29. Respondent is subject to discipline under Code section 7113, in that on the H.C.
13 project, Respondent failed in a material respect to complete the project for the price stated in the
14 contract, which will require H.C. to spend substantial sums over the total contract price to
15 complete the project.

16 **FIFTH CAUSE FOR DISCIPLINE**

17 (Contract Violations)

18 30. Respondent is subject to discipline under Code section 7115, in that on the H.C.
19 project, Respondent failed to comply with provisions of Code section 7159, as follows:

20 a. **Subdivision (c)(5)**: Respondent failed to put a change-order in writing.

21 b. **Subdivision (d)(3)**: Respondent failed to include the heading "Home Improvement"
22 on the contract.

23 c. **Subdivision (d)(8)(A)**: Respondent failed to include the heading "Down Payment" on
24 the contract.

25 d. **Subdivision (d)(8)(B)**: Respondent failed to include space for the actual down
26 payment on the contract.

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1 e. **Subdivision (d)(8)(C)**: Respondent failed to include the statement that the down
2 payment may not exceed \$1,000 or 10 percent of the contract price, whichever is less, on the
3 contract.

4 f. **Subdivision (e)(4)**: Respondent failed to include the notice regarding a Mechanic's
5 Lien or the language required therefor on the contract.

6 g. **Subdivision (e)(5)**: Respondent failed to include the notice regarding the Contractors'
7 State License Board on the contract.

8 h. **Subdivision (e)(6)(B)**: Respondent failed to include the three day right to cancel
9 notice or the language required therefor on the contract.

10 **SIXTH CAUSE FOR DISCIPLINE**

11 (Excessive Down Payment)

12 31. Respondent is subject to discipline under Code section 7159.5(a)(3), in that on the
13 H.C. project, Respondent demanded and received a down payment in the amount of \$4,000, an
14 amount in excess of that allowed by law.

15 **H.H. PROJECT**

16 32. On or about September 16, 2011, Respondent entered into a verbal home
17 improvement contract with "H.H." to install landscaping at the back of H.H.'s residence on
18 Westwood Drive in Auburn, California (the "H.H. project"). The contract amount was \$11,528.
19 Respondent requested a down payment of \$2,000, which H.H. paid that same day. The contract
20 included, but was not limited to, the installation of an iron fence with a gate, irrigation, landscape
21 lighting, concrete patio and steps, and a water feature.

22 33. On or about September 22, 2011, Respondent began work on the H.H. project. On or
23 about September 26, 2011, Respondent informed H.H. that he miscalculated the quantity and cost
24 of concrete needed for the concrete installation. Respondent and H.H. entered into a verbal
25 change order wherein H.H. agreed to pay an additional \$2,000 for the increased cost for concrete.
26 Subsequent verbal change orders reduced the contract price, and the total contract amount was
27 \$12,700, which H.H. paid to Respondent.

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EIGHTH CAUSE FOR DISCIPLINE

(Failure to Complete the Contract for the Stated Contract Price)

38. Respondent is subject to discipline under Code section 7113, in that on the H.H. project, Respondent failed in a material respect to complete the project for the price stated in the contract, which will require H.H. to spend substantial sums over the total contract price to complete the project.

NINTH CAUSE FOR DISCIPLINE

(Contracting Out of Classification)

39. Respondent is subject to discipline under Code section 7117.6, in that on the H.H. project he contracted for work requiring a C-8 (concrete) license classification when, in fact, he only held a C-27 (landscaping) license classification.

TENTH CAUSE FOR DISCIPLINE

(Failure to Obtain Building Permit)

40. Respondent is subject to discipline under Code section 7110, in that Respondent willfully or deliberately disregarded and violated the California Building Code, title 24, Part 2, section 105 et seq., by failing to obtain a building permit for the H.H. Project.

ELEVENTH CAUSE FOR DISCIPLINE

(Contract Violations)

41. Respondent is subject to discipline under Code section 7115, in that on the H.H. project, Respondent failed to comply with provisions of Code section 7159, as follows:

- a. **Subdivision (d)**: Respondent commenced work on the H.H. project without a written home improvement contract.
- b. **Subdivision (c)(5)**: Respondent failed to put change-orders in writing.

TWELFTH CAUSE FOR DISCIPLINE

(Excessive Down Payment)

42. Respondent is subject to discipline under Code section 7159.5(a), as regards the H.H. project, as follows:

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1 a. **Subdivision (a)(3)**: Respondent demanded and received a down payment in the
2 amount of \$2,000, an amount in excess of that allowed by law.

3 b. **Subdivision (a)(5)**: Respondent accepted payment that exceeded the value of the
4 work performed.

5 **D.R. PROJECT**

6 43. On or about September 5, 2014, Respondent entered into a written home
7 improvement contract with "D.R." to perform backyard landscaping at D.R.'s residence on
8 Tavistock Lane in Lincoln, California (the "D.R. project"). The total contract amount was
9 \$29,050. The contract included, but was not limited to, the installation of a stamped concrete
10 patio, a barbeque island with a gas barbecue and a sink, electrical and gas lines, a retaining wall,
11 relocation of an HVAC unit, and raised planter boxes. D.R. paid the \$1,000 down payment that
12 same day.

13 44. On or about September 18, 2014, Respondent began work on the D.R. project. In
14 addition to a \$1,000 down payment, which Respondent requested and received, Respondent
15 requested a \$6,000 advance payment for materials, which D.R. paid on or about September 18,
16 2014.

17 45. Respondent last performed work on or about October 20, 2014. D.R. paid a total of
18 \$32,000 to, or on behalf of, Respondent.

19 46. On or about February 26, 2015, an industry expert retained by the Board inspected
20 the D.R. project. On or about March 26, 2015, the industry expert found that work performed by
21 Respondent on the D.R. project did not meet accepted trade standards for good and workmanlike
22 construction. The industry expert estimated that it would cost approximately \$8,461.75 to correct
23 and complete the work, resulting in a financial injury to D.R. in the amount of \$11,411.75.

24 **THIRTEENTH CAUSE FOR DISCIPLINE**

25 (Poor Workmanship)

26 47. Respondent is subject to discipline under Code section 7109(a), in that on the D.R.
27 project, Respondent willfully departed from accepted trade standards for good and workmanlike
28 construction in certain material respects as follows:

1 a. Respondent failed to properly connect the barbecue gas line to the gas source.
2 b. Respondent failed to ensure compliance with applicable codes when he failed to
3 submit plans and specifications to, or to obtain permits from, the City of Lincoln for the
4 installation of the gas line, electrical work, water supply, sink waste, HVAC relocation, and
5 sprinkler system.

6 c. Respondent failed to install the raised planter beds a proper distance from the house
7 exterior.

8 **FOURTEENTH CAUSE FOR DISCIPLINE**

9 (Failure to Complete the Contract for the Stated Contract Price)

10 48. Respondent is subject to discipline under Code section 7113, in that on the D.R.
11 project, Respondent failed in a material respect to complete the project for the price stated in the
12 contract, which will require D.R. to spend substantial sums over the total contract price to
13 complete the project.

14 **FIFTEENTH CAUSE FOR DISCIPLINE**

15 (Contracting Out of Classification)

16 49. Respondent is subject to discipline under Code section 7117.6, in that on the D.R.
17 project he contracted for work requiring a C-8 (concrete) license classification when, in fact, he
18 only held a C-27 (landscaping) license classification.

19 **SIXTEENTH CAUSE FOR DISCIPLINE**

20 (Failure to Obtain Building Permit)

21 50. Respondent is subject to discipline under Code section 7110, in that Respondent
22 willfully or deliberately disregarded and violated the California Building Code, title 24, Part 2,
23 section 105 et seq., by failing to obtain a building permit for the D.R. Project.

24 **SEVENTEENTH CAUSE FOR DISCIPLINE**

25 (Contract Violations)

26 51. Respondent is subject to discipline under Code section 7115, in that on the D.R.
27 project, Respondent failed to comply with provisions of Code section 7159, as follows:

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- 1 a. **Subdivision (c)(3)(A)**: Respondent failed to provide D.R. with a copy of the signed
2 contract before commencing work on the project.
- 3 b. **Subdivision (c)(3)(B)(ii)**: Respondent failed to include on the contract a statement
4 advising the buyer that the Notice of Cancellation may be sent to the contractor.
- 5 c. **Subdivision (c)(4)**: Respondent failed to include on the contract the mechanic's lien
6 warning.
- 7 d. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
8 that the owner or tenant has the right to require the contractor to have a performance and payment
9 bond.
- 10 e. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
11 Improvement".
- 12 f. **Subdivision (d)(8)(A)**: Respondent failed to include on the contract the heading,
13 "Downpayment".
- 14 g. **Subdivision (d)(8)(B)**: Respondent failed to include on the contract a space where
15 the actual down payment appears.
- 16 h. **Subdivision (d)(8)(C)**: Respondent failed to include on the contract the statement
17 that the down payment may not exceed \$1,000 or 10 percent of the contract price, whichever is
18 less.
- 19 i. **Subdivision (d)(9)(A)(B)(C)**: Respondent failed to include on the contract the
20 heading "Schedule of Progress Payments", followed by a schedule of progress payments and a
21 statement that it is unlawful for a contractor to collect payment for work not yet completed or
22 materials not yet delivered.
- 23 j. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
24 describes what constitutes substantial commencement of work under the contract.
- 25 k. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
26 "Approximate Start Date."
- 27 l. **Subdivision (d)(10)(C)**: Respondent failed to include on the contract the approximate
28 date on which work was to commence.

1 m. **Subdivision (d)(11)**: Respondent failed to include on the contract the heading,
2 “Approximate Completion Date.”

3 n. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
4 date of completion.

5 o. **Subdivision (d)(13)**: Respondent failed to include on the contract the statement that
6 extra work and change orders become part of the contract once the order is prepared in writing
7 and signed by the parties prior to the commencement of any work covered by the new change
8 order, and that the order must describe the scope of the extra work or change, the cost to be added
9 or subtracted from the contract, and the effect the order will have on the schedule of progress
10 payments.

11 p. **Subdivision (e)(1)**: Respondent failed to include on the contract the notice
12 concerning general liability insurance.

13 q. **Subdivision (e)(2)**: Respondent failed to include on the contract the notice
14 concerning workers’ compensation insurance.

15 r. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
16 a Mechanic’s Lien or the language required therefor.

17 s. **Subdivision (e)(5)**: Respondent failed to include on the contract the notice regarding
18 the Contractors’ State License Board.

19 t. **Subdivision (e)(6)(A)**: Respondent failed to provide on the contract the notice
20 regarding the owner’s three-day right to cancel the contract.

21 **EIGHTEENTH CAUSE FOR DISCIPLINE**

22 (Excessive Payment)

23 52. Respondent is subject to discipline under Code section 7159.5(a), as regards the D.R.
24 project, in that Respondent failed to comply with Code section 7159.5(a)(5), by accepting
25 payment that exceeded the value of the work performed or material delivered.

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1 **MATTERS IN AGGRAVATION**

2 53. To determine the degree of penalty, if any, to be imposed on Respondent,
3 Complainant alleges that Contractor's License Number 511292, issued to Respondent Wilford
4 Aaron Wright, as owner of Wil Wright Landscapes, incurred the following:

5 a. On or about July 6, 2011, the Board issued Citation No. 2-2011 1003 (reissued on or
6 about July 15, 2011). That citation alleged a violation of Code section 7125.4 (false worker's
7 compensation exemption). A \$1,200 civil penalty was assessed against Respondent.

8 b. On or about November 21, 2002, in a disciplinary action entitled *In the Matter of the*
9 *Accusation Against Green Tree Landscape, Wilford A. Wright Owner*, Case No. N1999-375, the
10 Board issued an Order to Adopt Stipulation and Waiver (the "Order"), in which Respondent's
11 Contractor's License No. 511292 was revoked. However, the revocation was stayed and
12 Respondent's contractor's license was placed on probation for a period of two years with certain
13 terms and conditions. The basis of the discipline was that respondent violated Code sections
14 7109(a) (departure from accepted trade standards), 7109(b) (disregard of plans or specifications),
15 7113 (failure to complete project for price stated in contract), and 7159 (contract violations).

16 **OTHER MATTERS**

17 54. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 511292,
18 issued to Wilford Aaron Wright, as owner of Wil Wright Landscapes, is suspended or revoked,
19 then the Registrar may suspend or revoke, without notice, any other license issued in the name of
20 Wilford Aaron Wright, or for which he furnished the qualifying experience and appearance.

21 55. Pursuant to Code section 7121, if discipline is imposed on Contractor's License
22 Number 511292, issued to Wilford Aaron Wright, as owner of Wil Wright Landscapes, then
23 Wilford Aaron Wright shall be prohibited from serving as an officer, director, associate, partner,
24 manager, or qualifying individual, or member of the personnel of record of a licensee of any
25 licensee during the time the discipline is imposed, and any licensee which employs, elects, or
26 associates him in any capacity other than as a non-supervising bona fide employee shall be
27 subject to disciplinary action.

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1 PRAYER

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

4 1. Revoking or suspending Contractor's License Number 511292 issued to Wilford
5 Aaron Wright, as owner of Wil Wright Landscapes;

6 2. Prohibiting Wilford Aaron Wright from serving as an officer, director, associate,
7 partner, or qualifying individual of any licensee during the period that discipline is imposed on
8 license Number 511292, issued to Wilford Aaron Wright, as owner of Wil Wright Landscapes;

9 3. Revoking or suspending any other license for which Wilford Aaron Wright is
10 furnishing the qualifying experience or appearance;

11 4. Ordering restitution of all damages according to proof suffered by H.C. as a condition
12 of probation in the event probation is ordered;

13 5. Ordering restitution of all damages suffered by H.C. as a result of the conduct as a
14 contractor by Wilford Aaron Wright, as owner of Wil Wright Landscapes, as a condition of
15 restoration of Contractor's License Number 511292, issued to Wilford Aaron Wright, as owner of
16 Wil Wright Landscapes;

17 6. Ordering restitution of all damages according to proof suffered by H.H. as a condition
18 of probation in the event probation is ordered;

19 7. Ordering restitution of all damages suffered by H.H. as a result of the conduct as a
20 contractor by Wilford Aaron Wright, as owner of Wil Wright Landscapes, as a condition of
21 restoration of Contractor's License Number 511292, issued to Wilford Aaron Wright, as owner of
22 Wil Wright Landscapes;

23 8. Ordering restitution of all damages according to proof suffered by D.R. as a condition
24 of probation in the event probation is ordered;

25 9. Ordering restitution of all damages suffered by D.R. as a result of the conduct as a
26 contractor by Wilford Aaron Wright, as owner of Wil Wright Landscapes, as a condition of
27 restoration of Contractor's License Number 511292, issued to Wilford Aaron Wright, as owner of
28 Wil Wright Landscapes;

1 10. Ordering Wilford Aaron Wright to pay the Registrar of Contractors her costs in the
2 investigation and enforcement of the case according to proof at the hearing, pursuant to Business
3 and Professions Code section 125.3;

4 11. Ordering Wilford Aaron Wright to provide the Registrar with a listing of all
5 contracting projects in progress and the anticipated completion date of each; and,

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

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8 DATED: September 8, 2015 Heather Robinson

9 **FILED**

10 SEP 08 2015

11 **CSLB DSS**

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