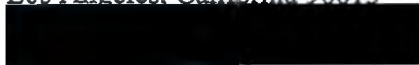


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By: R. LINDSEY-COOPER, Deputy

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 of the State of California
 2 ALFREDO TERRAZAS
 Senior Assistant Attorney General
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 7 California Department of Justice
 300 So. Spring Street, Suite 1702
 8 Los Angeles, California 90013



10 Attorneys for Plaintiff

11
 12 SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
 13 CENTRAL DIVISION

15 PEOPLE OF THE STATE OF CALIFORNIA, ex
 rel. Edmund G. Brown Jr., Attorney General of the
 16 State of California

17 Plaintiff,

18 v.

19 ZOHRAB MKHITARIAN; MARINE
 METSPAKYAN; AVETIK AVO GYANDZHYAN;
 20 LILIT LUSPARYAN; SARKIS TERABELIAN;
 ALISA OGANYAN; ESTINE AKOPYAN;
 21 VARDUI TERABELIAN; SRVS CHARGE INC.;
 CAL REPAIR SERVICES, INC.; USA SERVICES,
 22 INC.; LOVE MY HOME, INC.; ROMAN
 CONSTRUCTION INC.; SPEEDY PLUMBING
 23 AND ELECTRICAL INC.; R M M PLUMBING &
 ELECTRICAL INC.; and DOES 1-50, inclusive

24 Defendants.

Case No.: 37-2008-00093101-CU-
 MC-CTL

FINAL JUDGMENT

25
 26 Plaintiff, the People of the State of California ("the People" or "Plaintiff" or "the Attorney
 27 General"), having filed its complaint and appearing through Edmund G. Brown, Attorney
 28 General of the State of California, by Deputy Attorneys General Christina V. Tusan and Nicholas

1 A. Sanchez, Defendants, appearing individually and through their attorneys, Christopher Mead of
2 Cooper, White & Cooper, David A. Kettel of Venable LLP, and Robert Hahn of the Law Offices
3 of Gould & Hahn, having stipulated that this Final Judgment and Permanent Injunction (hereafter
4 "Judgment") may be signed by a judge, commissioner or judge pro tem of the San Diego
5 Superior Court.

6 The Court having considered the Stipulation for Entry of Final Judgment executed by the
7 parties and filed herewith, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 **JURISDICTION**

- 10 1. This Court has jurisdiction of the subject matter of this action and of the parties.
11 2. Venue as to all matters between the parties relating hereto lies in this Court.

12 **INJUNCTION**

- 13 3. The injunctive provisions of this Judgment are entered pursuant to Business and
14 Professions Code sections 17203 and 17535. The injunctive provisions of this Judgment apply to
15 the Defendants and any directors, officers, employees, representatives, agents, subsidiaries
16 (regardless of the form of business organization), companies in which any Defendant has any
17 ownership interest that have any connection or involvement with any type of contracting or
18 contracting related services including as a referral or management agency or otherwise, any
19 successors-in-interest, and assigns thereof; and also apply to any person or entity acting by,
20 through, under, on behalf of, or in concert with any of them.

21 The People recognize that Defendants Marine Metspakyan, Avetik Avo Gyandzhyan,
22 Lilit Lusparyan, Alisa Oganyan, Estine Akopyan and Vardui Terabelian (hereinafter "the
23 secondary defendants") by signing this Stipulated Judgment admit to no liability concerning the
24 allegations set forth in the underlying Complaint. The secondary defendants are not personally
25 liable for paying any portion of the settlement amounts enumerated in paragraphs 5 -9 below.

- 26 4. Defendants, individually and together, are permanently enjoined and restrained
27 from engaging in any of the following:

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A. Conducting any activity for which a valid state contractors' license is required, including the solicitation for work through other entities, unless Defendants do the following:

(i) In accordance with Business and Professions Code section 7068.1, apply for, receive and maintain one corporate license naming all officers as the personnel of record within 90 days of execution of this Judgment, with the following terms and conditions;

1. The corporate license may have up to four classifications (C10, C20, C36, and B).
2. The corporate license may have up to a maximum of four additional subsidiary licenses, each with its own classification (C10, C20, C36, and B). The four subsidiary licenses must share common personnel with the corporate license but are limited to one classification each. Each subsidiary license will be limited to one dba. The subsidiary licenses may be qualified by different RMEs.
3. The corporate and subsidiary licenses must possess workers' compensation insurance for all workers operating under that license (hereafter "Defendants' Entities").
4. All Defendants' Entities service technicians must possess a valid home improvement salesperson registration.
5. All Defendants' Entities may place advertisements in a classified directory with the corporate license and one subsidiary for each of the classifications. The corporate license may advertise for construction under the specialty classification (assuming it has the classification on their license). The subsidiary entity may advertise for the specialty classification. If Defendants' Entities choose to

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run two ads for each specialty classification, the subsidiary license advertisements must include a disclosure that it is a subsidiary of the corporate license.

(ii) Disclose to the People any Defendant with any ownership, management, control or financial interest in of Defendants' Entities as an officer or personnel on the license and the name of all technicians annually; and

(iii) Disclose to the People the full names, phone numbers and contact information for each corporate officer, responsible managing employee, and responsible managing officer involved with any such entity and fully disclose any dba used by the entities as well as any relationship, financial or otherwise, between those entities and any Defendant.

B. Refusing or failing to turn over documents to the People or their representatives concerning prior transactions with consumers, including complaints and data concerning any refunds or charge-backs involving those transactions, that the People deem necessary to effectuate restitution to consumers pursuant to this Judgment.

C. Representing that they are duly licensed contractors who offer services under a variety of contractors license names and numbers unless Defendants are duly licensed under those names or license numbers as required by law.

D. Purporting to offer a 100% satisfaction guarantee or money back guarantee when unsatisfied consumers are refused a refund of the charges paid.

E. Making untrue and misleading statements in connection with the sale of their contracting services within the meaning of, and made unlawful by, Business and Professions Code section 17500 and/or section 7161(a).

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F. Violating Civil Code section 1770(a)(2) by misrepresenting the source of services provided to consumers by advertising in the name of one company and one license number while performing services in the name of another and/or using a different license number. If Defendants are contacted as the result of a non-internet-based print advertisement, such as a yellow page advertisement, that was placed prior to December 1, 2008 concerning a company that is no longer operating, it shall not be a violation for Defendants to advise the consumer that the entity is no longer operating and to offer them the services of one of their licensed entities. Such an offer shall include full disclosure of the name and license number of the entity that will be conducting the repair service. The consumer shall also be provided with a contract bearing the proper name, license number and contact information of the entity Defendants' represented would be providing service during the telephone call. If Defendants fail to have a service technician available in response to a call based on an advertisement for a company using one entity name, it shall not be a violation for that Defendant to advise the consumer of this and to offer the consumer the services of a licensed subsidiary. Such an offer shall include full disclosure of the name and license number of the entity that will be conducting the repair service. The consumer shall also be provided with a contract bearing the proper name, license number and contact information of the entity Defendants' represented would be providing service during the telephone call.

G. Violating Penal Code section 470 by forging the names of individuals in order to obtain contractors licenses issued by the Contractors' State License Board ("CSLB").

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- H. Engaging in the following acts:
 - (1) Hiring any service technician without submitting a Home Improvement Salesperson ("HIS") Registration Application to CSLB within five days of hiring that individual;
 - (2) Allowing any service technician who has not yet been issued an HIS Registration by CSLB to act as a home improvement salesperson as set forth in Business and Professions Code sections 7152 and 7159.10; and/or
 - (3) Continuing to employ any service technician who has had his HIS Registration Application denied by CSLB and for whom no appeal is pending.
- I. Violating Penal Code section 115(a) by knowingly procuring or offering a false or forged instrument to be filed or recorded in a public office of this state.
- J. Violating Business and Professions Code section 7114 by aiding and abetting unlicensed subcontractors to perform activities for which a valid contractors' license is required.
- K. Violating Business and Professions Code section 7118 by entering into contracts with unlicensed subcontractors.
- L. Violating Business and Professions Code section 7125.2 and/or Labor Code section 3700 by failing to secure workers compensation insurance for Defendants' workers.
- M. Violating Business and Professions Code section 7109(a) by failing to meet industry standards for good and workmanlike repair.
- N. Improperly or illegally filing a lien on any consumer's property for any reason.
- O. Violating Civil Code section 1670.5 by utilizing a pricing structure that results in charges to consumers that are unconscionable.

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- P. Violating Business and Professions Code section 7027.1 by placing advertisements that list invalid contractors' license numbers.
- Q. Violating Business and Professions Code section 7112 by utilizing individuals to qualify for contractors' licenses without those individuals providing the oversight required by Business and Professions Code section 7068.1.
- R. Violating Business and Professions Code section 7116 by utilizing contracts and invoices which contain the names and/or license numbers other than those issued to the entity providing service.
- S. Failing to include all officers of any of Defendants' Entities as personnel of record with the CSLB.
- T. Violating Business and Professions Code section 7159 by failing to comply with the requirements for home improvement contracts.
- U. Conducting, posting, or failing to remove any advertising for any unlicensed company, including Internet advertising via their own website or through other Internet sites, including but not limited to any print advertisements or any Internet advertisement or any online yellow page service or print advertising medium. Nothing in this provision shall required Defendants to take any action to remove print ads, such as yellow page advertisements, that were placed in circulation prior to December 1, 2008 except with respect to any version of those advertisements that appears on the internet or any other electronic media source.
- V. Violating Business and Professions Code section 7159.10 by failing to comply with the requirements for service and repair contracts, but only in the event a service and repair contract is employed as this section does not apply to home improvement contracts.

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W. Violating Business and Professions Code section 7159.5 by failing to comply with the requirements for home improvement contracts relating to costs, charges, and payments.

X. Violating Business and Professions Code sections 7159.10 and/or 7159.14 by failing to comply with the requirements for service and repair contracts, but only in the event a service and repair contract is employed as this section does not apply to home improvement contracts.

Y. Engaging in contracting services unless Defendants maintain a program that is reasonably calculated to prevent misrepresentations and/or unfair and/or deceptive practices from being perpetrated by Defendants or their "Agents" (defined for purposes of this subdivision only to include directors, officers, salespeople, repair people, employees, general sales managers, general managers) on any consumer in connection with any contracting service by Defendants. As part of such program, Defendants, at a minimum, shall:

- (1) instruct their Agents not to engage in, and prohibit their Agents from engaging in, the practices prohibited by this Judgment;
- (2) provide all senior management employees, officers, directors, Regional Managers, Center Managers and those who write or prepare repair orders with a copy of the Injunction contained in this Judgment;
- (3) implement, and make known to their Agents, a policy of discipline, including termination, of any Agent who engages in practices prohibited by this Judgment. The disciplinary policy should be as severe as those that Defendants take against Agents who violate other rules that expose Defendants to loss or liability (including but not limited to improper handling of payments, lapses in security

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precautions, failure to report for work or other attendance problems);

(4) continue to investigate all complaints from consumers concerning repairs made by Defendants and their Agents occurring after the date of entry of this Judgment. An investigation by Defendants shall not be required for any consumer who is identified by the Attorney General as one who will receive restitution pursuant to this Judgment. This investigation must include interviewing the consumer, reviewing all documents related to the transaction, and inspecting the work that is the subject of the complaint when consumers allege that improper or inappropriate repair work was performed or that work that was supposed to be performed or items that were supposed to be installed were not and pay for others to inspect at CSLB's request; and

(5) keep records that allow Defendants to substantiate that the statements that Defendants and their Agents make regarding Defendants' repairs or services are true and not misleading, which records shall be supplied to the Attorney General's Office upon five (5) business days notice.

Z. Offering to provide or providing any contracting services, including through a management or referral company, unless those entities each have their own valid licenses.

AA. Advertising for contracting services, including services offered through a management referral company or any related business entity, unless such advertisements include a valid and accurate name and licence number for the entity engaging in the advertising and clearly and conspicuously disclose the name and license number of the entity providing services.

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- BB. Continuing to offer to engage or engaging in any contracting service, including through the use of a management company or referral service, utilizing any name or license number or an entity whose license is no longer valid.
- CC. Violating Business and Professions Code section 7028.5 by individually engaging in the business or individually acting in the capacity of a contractor within this State without having a license in good standing to so engage or act if that Defendant has been a member, officer, director or responsible managing officer of a licensed copartnership, corporation, firm, association or other organization.
- DD. Associating with any person, as a qualifying partner, responsible managing officer, or responsible managing employee, named on a license that was previously revoked and, either in fact or under law, was held responsible for any act or omission resulting in revocation unless they are listed on the Defendants' license(s) as personnel of record. In addition to any other remedy allowed by law, violation of this requirement will subject the offender to the sanctions provided by Business and Professions Code section 7028(d).

CONSUMER REDRESS AND FINANCIAL TERMS

5. Pursuant to Business and Professions Code sections 17206 and 17536, Defendants shall pay restitution in the amount of \$1,300,000.00 which will be determined as set forth below in paragraph 10, to all victims in the following categories:

- A. Consumers who have filed complaints with the CSLB concerning contracting work conducted or charged for by any Defendant;
- B. Consumers who have filed complaints with the Better Business Bureau concerning contracting work conducted or charged for by any Defendant;
- C. Consumers who have filed complaints directly with defendants; and

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1 D. Consumers whose complaints are provided to Plaintiff within six (6)
2 months of the execution of the settlement document.

3 6. Defendants shall pay Plaintiff the sum of \$450,000.00 as payment for civil
4 Penalties and \$1,250,000.00 in attorneys' fees, costs, costs of monitoring the Judgment, and cost
5 of administration and allocation of restitution.

6 7. Upon execution of the Judgment, all payments referenced in paragraphs 5 and 6,
7 the sum of which shall total \$3,000,000.00, shall be paid by providing the Attorney General with
8 authorization to retain the \$3,000,000.00 that was previously transferred from Defendants to the
9 Attorney General on December 3, 2008 pursuant to the Court Order of that date.

10 8. If Defendants fail to provide the Attorney General with authorization to retain the
11 \$3,000,000.00 as set forth in paragraph 7, Defendants shall authorize the Attorney General to
12 retain \$1,700,000.00 and shall be obligated to pay the remaining \$1,300,000.00 within 60 days of
13 execution of this Judgment. Defendants shall make this payment by providing a cashiers' check
14 to the Office of the Attorney General, 300 South Spring Street, Suite 1702, Los Angeles, CA
15 90013, sent to the attention of Deputy Attorney General Christina V. Tusan in the Licensing
16 Litigation Section.

17 9. If Defendants fail to comply with the provisions of paragraphs 7 or 8 of this
18 Judgment, Defendant shall be liable for the payment of a total of \$3,200,000.00. The money shall
19 be provided to the Attorney General under the following terms:

20 A. Upon execution of the Judgment, Defendants shall authorize the Attorney General
21 to retain \$1,700,000.00 that is currently held by the Attorney General pursuant to
22 the Court Order issued on December 3, 2008;

23 B. Six months following the date of execution of the Judgment, Defendants shall pay
24 the Attorney General \$600,000.00;

25 C. Twelve months following the date of execution of the Judgment, Defendants shall
26 pay the Attorney General \$450,000.00; and,

27 D. Eighteen months following the date of execution of the Judgment, Defendants
28 shall pay the Attorney General \$450,000.00.

1 The monies shall be divided as set forth in paragraphs 5 and 6 of this Judgment with the
2 exception that an additional \$100,000.00 shall be allocated to pay for civil penalties and an
3 additional \$100,000.00 shall be allocated to pay for attorneys' fees, costs, costs of monitoring the
4 Judgment, and cost of administration and allocation of restitution.

5 10. The restitution paid by Defendants to the Attorney General pursuant to paragraph
6 5 of this Judgment shall be distributed by the Attorney General or a settlement administrator
7 acting on behalf of the Attorney General. The Attorney General shall, at his discretion, consult
8 with an independent third party with contracting experience, paid for by Defendants as set forth
9 in paragraph 6, who will review such restitution claims. The distribution of restitution shall be
10 pro rata based on a formula created by the Attorney General's Office at the Attorney General's
11 discretion. Any monies not paid out in restitution shall be utilized as cy pres relief for future
12 prosecution, training and/or education by the Attorney General and/or CSLB concerning
13 violations of the contractors' license laws

14 11. Acceptance of restitution by consumers shall not act as a release of any individual
15 claims.

16 **EVENTS OF DEFAULT**

17 12. Upon the occurrence and during the continuance of an Event of Default, the
18 Judgment in its entirety shall be immediately due and payable, in addition to my other rights or
19 remedies the People may have under the laws of the State of California or the laws of the United
20 States. Defendants shall have five days to cure any default under this provision. An "Event of
21 Default" under this Judgment shall mean the occurrence of the following:

22 A. **Failure to Make Payments When Due.**

23 Failure of Defendants to pay any principal or other amount due under the
24 Judgment when due. Payment of all unpaid amounts become due immediately
25 upon the filing of a bankruptcy.

26 13. Defendants shall offer the following real property as security for the any
27 outstanding monies that are due after the execution of this agreement: 1205 E. Elmwood
28 Avenue, Burbank, CA 91501 (Defendant Sarkis Ter Abelian). The People shall hold a note on

1 the above referenced property until all financial obligations in this Judgment, as set forth
2 specifically in paragraphs 8 and 9, are paid in full. Defendants shall be prohibited and enjoined
3 from spending, transferring, disbursing, encumbering, or otherwise dissipating the above
4 referenced real property until the obligations in paragraphs 8 and 9 of this Judgment are satisfied
5 in full.

6 **OTHER SETTLEMENT TERMS AND OBLIGATIONS**

7 14. The Court retains jurisdiction for purposes of enforcing the terms of this
8 Judgment.

9 15. Defendants shall fully cooperate with CSLB and any of its agents concerning
10 business conducted by Defendants in California. CSLB shall make available a liaison that
11 Defendants may contact concerning consumer complaint matters. CSLB and its agents shall be
12 given full access to client files during reasonable business hours and will be allowed to inspect
13 all work that they deem necessary for such inspection, upon approval of the customer for such
14 inspection. Defendants shall also provide Plaintiff with quarterly reports detailing the written
15 and/or verbal complaints Defendants have received from customers. The report shall provide a
16 quarterly summary of the complaints received designated by type of complaint and indicate the
17 number of complaints of each type received.

18 16. For purposes of ensuring compliance with this Judgment, any duly authorized
19 representative of the Attorney General or CSLB, upon giving reasonable notice, shall be
20 permitted to inspect and copy all of Defendants' records showing all contracts, documents,
21 records, receipts, and disbursements by Defendants concerning contracting transactions.
22 Defendants shall have those records available for inspection by the registrar or his or her duly
23 authorized representative for a period of not less than five years after completion of any
24 construction project or operation to which the records refer as set forth in Business and
25 Professions Code sections 7111.

26 17. For a period of one year following execution of this Judgment, at Defendants'
27 expense, an independent third party who is experienced in contracting work and selected by
28 Plaintiff, shall be engaged to conduct an investigation and prepare a written report to Plaintiff

1 concerning Defendants' compliance with the injunction. The independent third party shall work
 2 with Defendants' to assure Plaintiff that Defendants have implemented policies and procedures
 3 consistent with the obligations set forth in this Judgment. Defendants and anyone acting on their
 4 behalf shall cooperate with the independent consultant in all respects, including staff support, and
 5 shall compensate the independent consultant, and staff, if one is necessary, at reasonable and
 6 customary rates. The independent consultant shall report to Plaintiffs in writing. The third party
 7 will have full access to Defendants' agents or employees responsible for oversight. The cost of
 8 such independent third party shall be included in the amounts set forth above in Paragraph 6.

9 18. This Settlement shall also resolve the following outstanding administrative
 10 actions:

11	Contractor Name	License Number	Citation / Accusation	Total Outstanding Penalties
12	Plumbing One / Orbell Enterprises Inc	713006	S1999325	\$25,000.00
13	Thrifty Electric / Answering Resources	723375	S1999260	\$25,000.00
14	USA Services	775863	220071091	\$15,000.00
15	USA Services	775863	320063123	\$12,000.00
16	USA Services	775863	S2004124	\$23,204.23
17	Pickred Plumbing / Cal Repair Services	797241	S2001525	\$46,446.13
18	Love My Home Inc	811361	320072359	\$2,000.00
19	American Electric 911 Fast Inc	826916	320081436	\$5,000.00
20	American Electric 911 Fast Inc	826916	320081753	\$5,000.00
21	American Plumbing & Electrical / American Home Repairs	834206	320063124	\$10,000.00
22	American Plumbing & Electrical / American Home Repairs	834206	320063125	\$10,500.00
23	American Plumbing & Electrical / American Home Repairs	834206	320063413	\$10,000.00
24	American Plumbing & Electrical / American Home Repairs	834206	320063414	\$10,000.00
25	American Plumbing & Electrical / American Home Repairs	834206	320063415	\$10,000.00
26	American Plumbing & Electrical / American Home Repairs	834206	320071172	\$3,000.00
27	American Plumbing & Electrical / American Home Repairs	834206	320071173	\$5,000.00
28	American Plumbing & Electrical / American Home Repairs	834206	320071263	\$6,000.00
	American Plumbing & Electrical / American Home Repairs	834206	320072115	\$1,500.00
	American HVAC / Roman Construction	834398	320072570	\$5,000.00
	American HVAC / Roman Construction	834398	320072571	\$5,000.00
	American HVAC / Roman Construction	834398	320072668	\$2,500.00

1	American HVAC / Roman Construction	834398	320072906	\$5,000.00
2	American HVAC / Roman Construction	834398	320073103	\$5,000.00
3	59 Minute Service / Speedy Plumbing & Electrical	837697	320063101	\$10,000.00
4	Pro Electric Co	670171	S2001525	\$4,004.76
5	RG Electric	516892	320072032	\$0
6	RG Electric	516892	N2007291	\$0
7	Electric Avenue	569322	219933564	\$0
8	Electric Avenue	569322	C1993326	\$0
9	Pacific West Heating & Air Conditioning	604150	320072032	\$0
10	Pacific West Heating & Air Conditioning	604150	N2007291	\$0
11	Totals			\$261,155.12

19. This Settlement will also resolve Defendant SRVS Charge, Inc.'s complaint C.08-10-019 before the California Public Utilities Commission ("CPUC"). As a result of the parties entering into a Stipulation for Entry of Final Judgment, Defendant SRVS Charge, Inc. will withdraw its complaint before the CPUC and request that the matter be dismissed without prejudice and Plaintiff will agree to Paetec Communications, Inc.'s restoration of the six toll-free numbers assigned to Defendant SRVS Charge, Inc. provided that Defendants clearly disclose the true name of the licensed entity that will be providing services to any individual utilizing the toll free numbers.

20. The People agree to immediately lift or remove any encumbrances on any properties or accounts previously encumbered by the Court's Temporary Injunction, including but not limited to the following:

A. Any accounts maintained at any financial institution, including, but not limited to Wells Fargo Bank, Bank of America, Community Bank, Morgan Stanley and First Regional Bank in which any defendant deposited any money, including, but not limited to:

(i) First Regional Bank, Account Number 774-003525, "Love My Home, Inc."

(ii) First Regional Bank, Account Number 774-003657, "Cal Repair Services, Inc."

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(iii) First Regional Bank, Account Number 774-00402, "USA Services, Inc."

(iv) First Regional Bank, Account Number 774-004343, "SRVS Charge, Inc."

(v) First Regional Bank, Account Number 774-007245, "59 Minute Service Inc."

(vi) First Regional Bank, Account Number 774003940, "59 Minute Service Inc."

B. Real Property located at 1005 Calle Contento, Glendale, CA 91208 and 1205 E. Elmwood Avenue, Burbank, CA 91501

C. One Robinson company's R44 II Helicopter, serial number 10938, registration N168AG, registered to Avetik Gyandzhyan

D. One McConnell Douglas 500N Helicopter, serial number LN005, registration N909AG, registered to Avetik Gyandzhyan

E. One Land Rover, license plate number 5VCF870, VIN SALSH23496A957573, registered to Avetik A. Gyandzhyan

F. One Mercedes, and its tools and appurtenances, license number 4FCS079, VIN WDBJF65H6XA856233, registered to Zohrab Mkhitarian

G. One Chevrolet, and its tools and appurtenances, license number ZSM2, VIN 1G1YY3188K5107023, registered to Zohrab Mkhitarian

21. Nothing in this order shall be construed to relieve Defendants of any of their general obligations to comply with any law or to meet the CSLB's applicable licensing requirements.

22. The Clerk is ordered to enter this Judgment forthwith.

23. The complaint on file herein against Does 1-100 is hereby ordered dismissed.

Dated: 3-12-09



JUDGE OF THE SUPERIOR COURT
JOAN M. LEWIS