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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: **JET SPEED PLUMBING INC** **dba RITZ PLUMBING** PO Box 755 Lomita, CA 90717 REZA VANDI, RMO/CEO/PRES Contractor's License No. 955742, Respondent. **RITZ RESTORATION INC** 25016 Narbonne Avenue Lomita, CA 90717 EUGENE YOSHITANE OHTA, RMO (disassociated 12/4/2015), REZA VANDI, CEO/President, RICHARD ANTHONY HERBERT, RMO Contractor's License No. 987559, **JET SPEED PLUMBING INC** **dba LUCAS PLUMBING** 1355 S La Brea Ave Los Angeles, CA 90019 REZA VANDI, RMO/CEO/President Contractor's License No. 1005308,	Case No. N2016-304 **A C C U S A T I O N**

PINK PLUMBING INC
PO Box 755
Lomita, CA 90717
REZA VANDI, RMO/CEO/President

Contractor's License No. 1009343,

ROOFTOPPERS INC,
3526 Overland Ave
Los Angeles, CA 90034
PAUL STEVEN KLEIN, RMO/CEO/President
REZA VANDI, CEO/President

Contractor's License No. 440172,

and

OLIVER-MAHON ASPHALT INC
182 Wells Place
Costa Mesa, CA 92627
BRENT ALAN MAHON, RMO
CEO/President
TERRY LOUANNE MAHON, Officer,
(disassociated 5/1/18)
DONALD WILLIAM JAMES, Officer,
(disassociated 5/1/18)
REZA VANDI, CEO/President

Contractors License No. 524528

Affiliated Parties.

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 (Board).

License Histories

Jet Speed Plumbing Inc dba Ritz Plumbing

2. On or about December 17, 2010, the Registrar of Contractors (Registrar) issued Contractor's License No. 955742 to Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES (Respondent). The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on April 30, 2019, unless renewed.

Ritz Restoration Inc

3. On or about October 9, 2013, the Registrar issued Contractor's License No. 987559 to Ritz Restoration Inc, Eugene Yoshitane Ohta, RMO (disassociated 12/4/2015), Reza Vandi, CEO/President, Richard Anthony Herbert, RMO (Affiliated Party #1). The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on October 31, 2019, unless renewed.

Jet Speed Plumbing Inc dba Lucas Plumbing

4. On or about July 8, 2015, the Registrar issued Contractor's License No. 1005308 to Jet Speed Plumbing Inc dba Lucas Plumbing, Reza Vandi, RMO/CEO/President (Affiliated Party #2). The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on July 31, 2019, unless renewed.

Pink Plumbing Inc

5. On or about December 2, 2015, the Registrar of Contractors issued Contractor's License No. 1009343 to Pink Plumbing Inc, Reza Vandi, RMO/CEO/President (Affiliated Party #3). The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on December 31, 2019, unless renewed.

Rooftoppers Inc

6. On or about May 23, 1983, the Registrar issued Contractor's License No. 440172 to Rooftoppers Inc, Paul Steven Klein, RMO/CEO/President, Reza Vandi, CEO/President (Affiliated Party #4). The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on May 31, 2019, unless renewed.

Oliver-Mahon Asphalt Inc

7. On or about February 11, 1988, the Registrar issued Contractors License No. 524528 to Oliver-Mahon Asphalt Inc, Brent Alan Mahon, RMO/CEO/President, Terry Louanne Mahon, Officer, Donald William James, Officer, Reza Vandi, CEO/President (Affiliated Party #5). The Contractors License was in full force and effect at all times relevant to the charges brought herein and will expire on February 29, 2020, unless renewed.

JURISDICTION

8. This Accusation is brought before the Registrar under the authority of the following

laws. All section references are to the Business and Professions Code unless otherwise indicated.

9. Section 118, subdivision (b), provides 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 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.

10. Section 7076.5 provides 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.).

11. Section 7090 provides 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.

12. Section 7095 states 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."

13. Sections 7097 and 7098 provide that when any license has been suspended or revoked following a hearing, the Registrar may suspend or revoke any additional license issued in the name of the licensee or for which the licensee furnished qualifying experience and appearance under the provisions of 7068, without further notice.

14. Section 7106.5 provides 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

any investigation of or action or disciplinary proceeding against the license, or to render a decision suspending or revoking the license.

15. Section 7121 states:

"A 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 partner, officer, director, manager, or associate of any partnership, corporation, limited liability company, firm, or association whose application for a license has been denied for a reason other than failure to document sufficient satisfactory experience for a supplemental classification for an existing license, or whose license has been revoked, or whose license is under suspension, or who has failed to renew a license while it was under suspension, and while acting as a partner, officer, director, manager, or associate had knowledge of or participated in any of the prohibited acts for which the license was denied, suspended, or revoked, shall be prohibited from serving as an officer, director, associate, partner, manager, qualifying individual, or member of the personnel of record of a licensee, and the employment, election, or association of this type of person by a licensee in any capacity other than as a nonsupervising bona fide employee shall constitute grounds for disciplinary action."

16. Section 7121.5 states:

"A 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, manager, or qualifying individual of a licensee, 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 that person by a licensee shall constitute grounds for disciplinary action."

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17. Section 7122 states:

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

18. Section 7122.5 states:

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

19. Section 7141 states, in pertinent part:

"(a) Except as otherwise provided in this chapter, a license that has expired may be renewed at any time within five years after its expiration by filing an application for renewal on a form prescribed by the registrar and payment of the appropriate renewal fee. Renewal under this section shall be effective on the date an acceptable renewal application is filed with the board. The license shall be considered unlicensed and there will be a break in the licensing time between the expiration date and the date the renewal becomes effective. Except as provided in subdivision (b), if the license is renewed after the expiration date, the licensee shall also pay the delinquency fee prescribed by the chapter.

. . . .

"(d) If a license is not renewed within five years, the licensee shall make an application for a license pursuant to Section 7066."

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STATUTORY PROVISIONS

20. Section 7107 states:

"Abandonment 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."

21. Section 7109, subdivision (a) states:

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

22. Section 7110 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."

23. 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."

24. Section 7116 states:

"The 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."

25. Section 7117 states:

"Acting in the capacity of a contractor under any license issued hereunder except: (a) in the name of the licensee as set forth upon the license…"

26. Section 7154 states:

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

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

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

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

27. Section 7159 of the states, in pertinent part:

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

. . . .

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

"(b) For purposes of this section, "home improvement contract" means an agreement,

whether oral or written, or contained in one or more documents, between a contractor and an owner or between a contractor and a tenant, regardless of the number of residence or dwelling units contained in the building in which the tenant resides, if the work is to be performed in, to, or upon the residence or dwelling unit of the tenant, for the performance of a home improvement, as defined in Section 7151, and includes all labor, services, and materials to be furnished and performed thereunder, if the aggregate contract price specified in one or more improvement contracts, including all labor, services, and materials to be furnished by the contractor, exceeds five hundred dollars ($500). "Home improvement contract" also means an agreement, whether oral or written, or contained in one or more documents, between a salesperson, whether or not he or she is a home improvement salesperson, and an owner or a tenant, regardless of the number of residence or dwelling units contained in the building in which the tenant resides, which provides for the sale, installation, or furnishing of home improvement goods or services.

"(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:

. . . .

"(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:

"(A) A statement that describes what constitutes substantial commencement of work under the contract.

"(B) The heading: "Approximate Start Date."

"(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:

"(A) The heading: "Approximate Completion Date."

"(B) The approximate date of completion."

28. Section 7161 states, in pertinent part:

"It is a misdemeanor for any person to engage in any of the following acts, the commission of which shall be cause for disciplinary action against any licensee or applicant:

. . . .

"(b) Making any substantial misrepresentation in the procurement of a contract for a home improvement or other work of improvement or making any false promise of a character likely to influence, persuade, or induce any person to enter into the contract.

"(c) Any fraud in the execution of, or in the material alteration of, any contract, trust deed, mortgage, promissory note, or other document incident to a home improvement transaction or other transaction involving a work of improvement."

LICENSE CLASSIFICATIONS

29. Section 7055 states:

For the purpose of classification, the contracting business includes any or all of the following branches:

. . . .

"(b) General building contracting.

"(c) Specialty contracting."

33. Section 7057 states:

"(a) Except as provided in this section, a general building contractor is a contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure of persons, animals, chattels, or movable property of any kind, requiring in its construction the use of at least two unrelated building trades or crafts, or to do or superintend the whole or any part thereof.

"This does not include anyone who merely furnishes materials or supplies under Section 7045 without fabricating them into, or consuming them in the performance of, the work of the

general building contractor.

"(b) A general building contractor may take a prime contract or a subcontract for a framing or carpentry project. However, a general building contractor shall not take a prime contract for any project involving trades other than framing or carpentry unless the prime contract requires at least two unrelated building trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate license classification or subcontracts with an appropriately licensed contractor to perform the work. A general building contractor shall not take a subcontract involving trades other than framing or carpentry, unless the subcontract requires at least two unrelated trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate license classification. The general building contractor shall not count framing or carpentry in calculating the two unrelated trades necessary in order for the general building contractor to be able to take a prime contract or subcontract for a project involving other trades.

"(c) A general building contractor shall not contract for any project that includes a fire protection system as provided for in Section 7026.12 or 7026.13, or the "C-57" Well Drilling classification as provided for in Section 13750.5 of the Water Code, unless the general building contractor holds the appropriate license classification, or subcontracts with the appropriately licensed contractor."

30. Section 7058, subdivision (a), states:

"A specialty contractor is a contractor whose operations involve the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.

31. Section 7059, subdivision (a), states:

"The board may adopt reasonably necessary rules and regulations to effect the classification of contractors in a manner consistent with established usage and procedure as found in the construction business, and may limit the field and scope of the operations of a licensed contractor to those in which he or she is classified and qualified to engage, as defined by Sections 7055, 7056, 7057, and 7058. A licensee may make application for classification and be classified in

more than one classification if the licensee meets the qualifications prescribed by the board for such additional classification or classifications. The application shall be in a form as prescribed by the registrar and shall be accompanied by the application fee fixed by this chapter. No license fee shall be charged for an additional classification or classifications.

"Nothing contained in this section shall prohibit a specialty contractor from taking and executing a contract involving the use of two or more crafts or trades, if the performance of the work in the crafts or trades, other than in which he or she is licensed, is incidental and supplemental to the performance of the work in the craft for which the specialty contractor is licensed."

32. California Code of Regulations, title 16, section 830 states:

"(a) All contractors to whom licenses are issued shall be classified by the Registrar as a specialty contractor, as defined in this article; a general engineering contractor (Class A), as defined in Section 7056 of the Code; or a general building contractor (Class B), as defined in Section 7057 of the Code.

"(b) Contractors licensed in one classification shall be prohibited from contracting in the field of any other classification unless they are also licensed in that classification or are permitted to do so by Section 831."

33. California Code of Regulations, title 16, section 831 states:

"For purposes of Section 7059, work in other classifications is "incidental and supplemental" to the work for which a specialty contractor is licensed if that work is essential to accomplish the work in which the contractor is classified. A specialty contractor may use subcontractors to complete the incidental and supplemental work, or he may use his own employees to do so."

34. California Code of Regulations, title 16, section 832 states, in pertinent part:

"Specialty contractors shall perform their trade using the art, experience, science and skill necessary to satisfactorily organize, administer, construct and complete projects under their classification, in accordance with the standards of their trade.

"They are classified into the following subclassifications:

Classification	*Code*	*Section*
Landscaping Contractor	C-27	832.27
. . . .		
Plumbing Contractor	C-36	832.36
. . . ."		

35. California Code of Regulations, Title 16, Section 832.27 states:

"A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement."

36. California Code of Regulations, title 16, section 832.36 states:

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

(a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems:

(b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;

(c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;

(d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;

(e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and

(f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

COST RECOVERY/RESTITUTION

37.. Section 125.3 provides 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.

38. Government Code section 11519, subdivision (d), provides that specified terms of probation may include an order of restitution, and where restitution is ordered and paid pursuant to the provisions of this subdivision, the amount paid shall be credited to any subsequent judgment in a civil action.

ELKINS ROAD PROJECT

39. On or about January 3, 2017, Respondent, through Richard Garcia, Home Improvement Salesperson (Registrar No. 102777 SP) entered into a written contract with elderly homeowner, H.T., to repair a broken pipe at the residence located on Elkins Road, in Los Angeles, California for $4,000.00 (Elkins Road Project). Respondent told H.T. that the sewer line was not clogged but was "destroyed and needed to be replaced." Respondent immediately broke ground on H.T.'s driveway without permission. Work began or about January 3, 2017 and ended on or about January 3, 2017. Respondent was paid a total of $750.00. On January 4, 2017, T.T., (H.T.'s son), requested that another plumbing contractor, Gaby Korkis of Drains Unlimited, inspect the project. He found that the pipe was not broken in the area Respondent had proposed to work on. T.T. paid Korkis $410.00 and ended the job. On April 13, 2017, T.T. obtained a $6,305.00 judgment against Respondent.

FIRST CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

40. Respondent is subject to disciplinary action under section 7159, in that on the Elkins Road Project, Respondent violated home improvement contract drafting requirements, as follows:

a. Section 7159(c)(4): Respondent failed to include a statement regarding unconditional

claim/lien release to be provided for any portion of work which payments has been made.

b. Section 7159(c)(6): Respondent failed to include a statement near the signatures of contractor and owner/tenant that owner/tenant has the right to require a performance bond.

c. Section 7159(d)(3): Respondent failed to provide the Home Improvement heading, in 10-point, bold face type, on contract.

d. Section 7159(e)(4): Respondent failed to provide the required heading of mechanic's lien warning and the language required by law within the contract.

e. Section 7159(e)(3)(A): Respondent failed to provide the notice to buyer containing the following information about 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 written authorization prior to the commencement of any work by the new change order.

(B) A statement informing the buyer that extra work or 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.

Complainant refers to and by this reference incorporates the allegations set forth in paragraphs above, as though set forth fully.

SECOND CAUSE FOR DISCIPLINE

(Fraud in the Inducement – Substantial Misrepresentation to Procure Contract)

41. Respondent is subject to discipline for fraud in the inducement under one or both of section 7116 and section 7161, subdivision (b), in that on the Elkins Road Project, Respondent or his employees, officers, or agents willfully or fraudulently induced homeowner H.T. into undergoing the project and made substantial misrepresentations in the procurement of a contract for home improvement. Complainant refers to and by this reference incorporates the allegations set forth in paragraph 39 above, as though set forth fully.

MARGARITA STREET PROJECT

42. On or about October 3, 2015, Respondent, through its unregistered Home Improvement Salesperson, John Paul Cardozo, entered into written contracts with homeowner, R.F., to install a garbage disposal, toilet, faucet, clean out and pipe lining at the residence located on Margarita Street, in Moreno Valley, California for a total of $16,200.00 (Margarita Street Project). Respondent was paid in full. The homeowner searched the internet and found Respondent's webpage with no contractor's license provided. Work began on or about October 3, 2015 and ended on or about October 4, 2015. A Contractors State License Board expert, inspected the project and found items of poor workmanship and determined the cost to correct the project to be $215.00.

THIRD CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

43. Respondent is subject to disciplinary action under section 7109, subdivision (a), in that on the Margarita Street Projects, Respondent willfully departed in a material respect from accepted trade standards for good and workmanlike construction, as follows:

a. Respondent failed to perform the subject plumbing project with good and workmanlike construction in accordance with accepted trade standards in that they failed to install the pop-up assembly for the new lavatory fixture.

Complainant refers to and by this reference incorporates the allegations set forth in paragraph 42 above, as though fully set forth.

FOURTH CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price Stated)

44. Respondent is subject to disciplinary action under section 7113, in that on the Margarita Street Project, Respondent failed to complete the project for the contract price, and the homeowner was required to spend $215.00 in excess of the contract price to complete the project in accordance with the contract.

FIFTH CAUSE FOR DISCIPLINE

(Employment of Unregistered Salesperson)

45. Respondent is subject to disciplinary action under section 7154, in that on the Margarita Street Project, Respondent's home improvement salesperson was not registered with the Board.

SIXTH CAUSE FOR DISCIPLINE

(Building Code Violation)

46. Respondent is subject to disciplinary action under section 7110, in that on the Margarita Street Project, Respondent willfully or deliberately disregarded the building code when it failed to obtain a permit prior to commencing clean out work and installation of pipe lining.

STEARNS DRIVE PROJECT

47. On or about December 23, 2014, Respondent, through its unregistered Home Improvement Salesperson, Larry Lee Woods, III, entered into a written contract with homeowner, J.L. to repair a sewer line, replace cast iron sewer with ABS pipe and install pipe lining at the residence located on Stearns Drive, in Los Angeles, California for $12,475.00 (Stearns Drive Project). Work began on or about December 23, 2014, and ended on or about December 24, 2014. A CSLB industry expert inspected the project and found items of poor workmanship and determined the cost to correct to be $9, 968.00.

SEVENTH CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

48. Respondent is subject to disciplinary action under section 7109, subdivision (a), in that on the Stearns Drive Project, Respondent willfully departed in a material respect from accepted trade standards for good and workmanlike construction, as follows:

An industry expert inspected the project and found items of poor workmanship and determined the cost to correct to be $9, 968.00. The specific work found to deviate from accepted trade standards is as follows: the pipe liner contains wrinkles and folding of the liner at the bend in the pipe beyond the sidewalk and in the pipe running from the sidewalk into the house. The inside of the pipe should be cleaned of excess debris or roots prior to installation. When transition from 4" to 6" pipe use a pre-manufactured transition liner or "stretchy liner" to make the transition.

EIGHTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

49. Respondent is subject to disciplinary action under section 7159, in that on the Stearns Drive Project, Respondent violated home improvement contract drafting requirements, as follows:

a. BP 7159(c)(4): Failed to include a statement regarding unconditional claim/lien release to be provided for any portion of work which payments has been made.

b. BP 7159(c)(6): Failed to include a statement near the signatures of contractor and owner/tenant has the right to require a performance bond.

c. BP 7159(d)(3): Did not provide the Home Improvement heading, in 10-point bold face type, on contract.

d. BP 7159(d)(8)(c):Did not provide a statement in at least a 12-point bold face type as to down payment limitations.

e. BP 7159(e)(4): Failed to provide the required heading of mechanic's lien warning and the language required by law within the contract.

f. BP 7159(e)(3)(A): Did not provide the notice to buyer containing the following information about 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 written authorization prior to the commencement of any work by the new change order.

(B) A statement informing the buyer that extra work or 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.

g. BP 7159(e)(5): Did not provide the required notice, in at least 12-point type face print, within the contract, regarding the Contractors State License Board.

h. BP 7159(E)(6)(A): Failed to provide the notice of "Three-Day Right to Cancel" and the language required by law, in paragraph B of this section.

NINTH CAUSE FOR DISCIPLINE

(Building Code Violation)

50. Respondent is subject to disciplinary action under section 7110, in that on the Stearns Drive Project, Respondent willfully or deliberately disregarded the building code when it failed to obtain a permit prior to commencing work on the project.

TENTH CAUSE FOR DISCIPLINE

(Employment of Unregistered Salesperson)

51. Respondent is subject to disciplinary action under section 7154, in that on the Stearns Drive Project, Respondent's home improvement salesperson, Larry Lee Woods III, was not registered with the Board.

ELEVENTH CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price Stated)

52. Respondent is subject to disciplinary action under section 7113, in that on the Stearns Drive Project, Respondent failed to complete the project for the contract price, and the homeowner will be required to spend in excess of the contract price to complete the project in accordance with the contract.

TWELFTH CAUSE FOR DISCIPLINE

(Abandonment)

53. Respondent is subject to disciplinary action under section 7107, in that on Stearns Drive Project, Respondent abandoned the project without legal excuse, failing to complete the construction as follows:

a. Respondent failed to replace existing 4" cast iron pipe with ABS pipe as specified in the contract.

THIRTEENTH CAUSE FOR DISCIPLINE

(Namestyle Variance From License)

54. Respondent is subject to disciplinary action under section 7117, subdivision (a), in

that on the Stearns Drive Project, Respondent used in its contract a business name of "A & B Plumbing" instead of its licensed name of "Jet Speed Plumbing, Inc; DBA Ritz Plumbing."

ROSCOE BOULEVARD PROJECT

55. On or about August 22, 2015, Respondent, through its unregistered Home Improvement Salesperson, Alejandro Medina Jr., entered into a written contract with homeowner R.J. to repair an irrigation system at the residence located on Roscoe Boulevard., in Sun Valley, California for $3,800.00 (Roscoe Boulevard Project). On August 26, 2015, R.J.'s wife, A.J., entered into a second contract with the unregistered salesperson to repair a leaky gas pipe, for $4,800.00. Work began on and ended on the same day the contracts were signed.

FOURTEENTH CAUSE FOR DISCIPLINE

(Employment of Unregistered Salesperson)

56. Respondent is subject to disciplinary action under section 7154, in that on the Roscoe Boulevard Project, Respondent's home improvement salesperson, Alejandro Medina, Jr., who was not registered with the Board, entered into a contract on behalf on Respondent.

FIFTEENTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

57. Respondent is subject to disciplinary action under section 7159, in that on the Roscoe Boulevard Project, Respondent violated home improvement contract drafting requirements, as follows:

a. BP 7159(c)(4): Failed to include a statement regarding unconditional claim/lien release to be provided for any portion of work which payments has been made.

b. BP 7159(c)(6): Failed to include a statement near the signatures of contractor and owner/tenant has the right to require a performance bond.

c. BP 7159(d)(3): Did not provide the Home Improvement heading, in 10-point bold face type, on contract.

d. BP 7159(d)(8)(c):Did not provide a statement in at least a 12-point bold face type as to down payment limitations.

e. BP 7159(d)(10)(c): Failed to include the approximate date on which work will be

commenced.

f. BP 7159(d)(11)(b): Failed to include the approximate date of completion.

g. BP 7159 7159(e)(4): Failed to provide the required heading of mechanics lien warning and the language required by law within the contract.

h. BP 7159 7159(e)(3)(A): Failed to provide the notice to buyer containing the following information about 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 written authorization prior to the commencement of any work by the new change order.

(B) A statement informing the buyer that extra work or 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.

i. BP 7159(e)(5): Did not provide the required notice, in at least 12-point type face print, within the contract, regarding the Contractors State License Board.

j. BP 7159(E)(6)(A): Failed to provide the notice of "Three-Day Right to Cancel" and the language required by law, in paragraph B of this section.

Complainant refers to and by this reference incorporates the allegations set forth in paragraph 55 above, as though set forth fully.

SIXTEENTH CAUSE FOR DISCIPLINE

(Namestyle Variance From License)

58. Respondent is subject to disciplinary action under section 7117, subdivision (a), in that on the Roscoe Boulevard Project, Respondent used in its contract a business name of "Ritz Plumbing & Heating" instead of its licensed name of "Jet Speed Plumbing, Inc; DBA Ritz Plumbing."

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SEVENTEENTH CAUSE FOR DISCIPLINE

(Building Code Violation)

59. Respondent is subject to disciplinary action under section 7110, in that on the Roscoe Boulevard Project, Respondent willfully or deliberately disregarded the building code when it failed to obtain a permit prior to commencing clean out work and installation of pipe lining.

OSTRONIC DRIVE PROJECT

60. On or about August 12, 2015, Respondent, through its unregistered Home Improvement Salesperson, Jonathan Daniel Avendano, entered into a written contract with homeowner E.C. for sewer line repair, installation of a clean out and pipelining at the residence located on Ostronic Drive, in Woodland Hills, California for $17,900.00 (Ostronic Drive Project). Respondent was paid in full in the amount of $17,900.00. Work was started on or about August 12, 2015 and was completed August 14, 2015.

EIGHTEENTH CAUSE FOR DISCIPLINE

(Namestyle Variance From License)

61. Respondent is subject to disciplinary action under section 7117, subdivision (a), in that on the Ostronic Drive Project, Respondent used in its contract a business name of "Ritz Plumbing & Heating" instead of its licensed name of "Jet Speed Plumbing, Inc; DBA Ritz Plumbing."

NINETEENTH CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

62. Respondent is subject to disciplinary action under section 7109, subdivision (a), in that on the Ostronic Drive Project, Respondent willfully departed in a material respect from accepted trade standards for good and workmanlike construction, as follows: Respondent failed to support the pipe repair which caused the pipe to offset when they backfilled the dirt, the weight of which pushed the pipe down creating an offset that caused build up in the line and slowed drainage.

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TWENTIETH CAUSE FOR DISCIPLINE

(Building Code Violation)

63. Respondent is subject to disciplinary action under section 7110, in that on the Ostronic Boulevard Project, Respondent willfully or deliberately disregarded the building code when it failed to obtain a permit prior to commencing work.

TWENTY-FIRST CAUSE FOR DISCIPLINE

(Employment of Unregistered Salesperson)

64. Respondent is subject to disciplinary action under section 7154, in that on the Ostronic Drive Project, Respondent's home improvement salesperson, Jonathan Daniel Avendano who was not registered with the Board, entered into a contract on behalf on Respondent.

TWENTY-SECOND CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

65. Respondent is subject to disciplinary action under section 7159, in that on the Ostronic Drive Project, Respondent violated home improvement contract drafting requirements, as follows:

a. BP 7159(c)(4): Failed to include a statement regarding unconditional claim/lien release to be provided for any portion of work which payments has been made.

b. BP 7159(c)(6): Failed to include a statement near the signatures of contractor and owner/tenant has the right to require a performance bond.

c. BP 7159(d)(3): Did not provide the Home Improvement heading, in 10-point bold face type, on contract.

d. BP 7159(d)(8)(c):Did not provide a statement in at least a 12-point bold face type as to down payment limitations.

e. BP 7159(d)(10)(c):Did not include the approximate work commencement date.

f. BP 7159(d)(11)(b): Failed to include approximate work completion date.

g. BP 7159(e)(4): Failed to provide the required heading of mechanic's lien warning and the language required by law within the contract.

h. BP 7159(e)(3)(A): Did not provide the notice to buyer containing the following

information about 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 written authorization prior to the commencement of any work by the new change order.

(B) A statement informing the buyer that extra work or 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.

i. BP 7159(e)(5): Did not provide the required notice, in at least 12-point type face print, within the contract, regarding the Contractors State License Board.

j.BP 7159(E)(6)(A): Failed to provide the notice of "Three-Day Right to Cancel" and the language required by law, in paragraph B of this section.

QUEENSLAND STREET PROJECT

66. On or about September 2, 2014, Respondent entered into a written contract with Queensland Manor South Homeowners Association to install an irrigation system at the condominium complex located on Queensland Street, in Los Angeles, California for $70,000.00 (Queensland Street Project). There were two change orders that resulted in a revised contract price of $80, 315.00. The contract included labor and materials. Work began on or about September 2, 2014, and ended on or about November 26, 2014. Respondent was paid a total of $61,000.00. A CSLB industry expert inspected the project and found items of poor workmanship and determined the cost to correct to be $117, 670.00.

TWENTY-THIRD CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

67. Respondent is subject to disciplinary action under section 7109, subdivision (a), in that on the Queensland Street Project, Respondent willfully departed in a material respect from accepted trade standards for good and workmanlike construction, as follows:

An industry expert inspected the project and found items of poor workmanship and determined the cost to correct to be $117, 670.00. The specific work found to deviate from accepted trade standards is as follows: Respondent failed to install CPVC pipe per contract; Respondent installed water lines under building to avoid trenching; Respondent did not bury main and sprinkler lines as deep as specified in guidelines; Respondent failed to protect exposed piping against mechanical damage or UV degradation; Respondent secured hose bib risers with untreated steel rebar with a plastic zip tie; Respondent cut holes for pipe penetration improperly; Respondent failed to install an irrigation system along the curb; and, Respondent failed to complete irrigation plan such that spray and drip irrigation were comingled and utilized PVC sprinkler runs of below standard length.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

68. Respondent is subject to disciplinary action under section 7159, in that on the Queensland Street Project, Respondent violated home improvement contract drafting requirements, as follows:

a. BP 7159(c)(4): Failed to include a statement regarding unconditional claim/lien release to be provided for any portion of work which payments has been made.

b. BP 7159(c)(6): Failed to include a statement near the signatures of contractor and owner/tenant has the right to require a performance bond.

c. BP 7159(d)(3): Did not provide the Home Improvement heading, in 10-point bold face type, on contract.

d. BP 7159(d)(8)(c):Did not provide a statement in at least a 12-point bold face type as to down payment limitations.

e. BP 7159(d)(10)(c):Did not include the approximate work commencement date.

f. BP 7159(d)(11)(b): Failed to include approximate work completion date.

e. BP 7159(e)(4): Failed to provide the required heading of mechanic's lien warning and the language required by law within the contract.

f. BP 7159(e)(3)(A): Did not provide the notice to buyer containing the following

information about 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 written authorization prior to the commencement of any work by the new change order.

(B) A statement informing the buyer that extra work or 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.

i. BP 7159(e)(5): Did not provide the required notice, in at least 12-point type face print, within the contract, regarding the Contractors State License Board.

j. BP 7159(E)(6)(A): Failed to provide the notice of "Three-Day Right to Cancel" and the language required by law, in paragraph B of this section.

TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Building Code Violation)

69. Respondent is subject to disciplinary action under section 7110, in that on the Queensland Street Project, Respondent willfully or deliberately disregarded the building code when it failed to obtain a permit prior to commencing work on the project.

TWENTY-SIXTH CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price Stated)

70. Respondent is subject to disciplinary action under section 7113, in that on the Queensland Street Project, Respondent failed to complete the project for the contract price, and the homeowner's association will be required to spend in excess of the contract price to complete the project in accordance with the contract.

DISCIPLINE CONSIDERATIONS

71. In order to determine the degree of discipline, if any to be imposed on Respondent, Complainant alleges the following:

a. On or about May 27, 2015, the Board issued Respondent an administrative Citation No. 2-2014-2746 for violating sections 7110, 7117A, 7154, 7159, 7159.5A3. The Citation is final and Respondent complied with the citation which is incorporated herein as if set forth fully.

b. On or about April 15, 2016, the Board issued Respondent, an administrative Citation No. 2-2015-2531 for violating sections 7117A, 7154, 7159DD. The Citation is final and Respondent complied with the citation which is incorporated herein as if set forth fully.

c. On or about April 19, 2016, the Board issued Respondent, an administrative Citation No. 2-2015-2538 for violating sections 7117A, 7154, 7159DD. The Citation is final and Respondent complied with the citation which is incorporated herein as if set forth fully.

d. On or about September 19, 2016, the Board issued Respondent, an administrative Citation No. 2-2016-1350 for violating section 7110. The Citation is final and Respondent complied with the citation which is incorporated herein as if set forth fully.

e. On or about October 5, 2016, the Board issued Respondent, an administrative Citation No. 2-2016-1449 for violating sections 7110, 7117A, and 7154. The Citation is final and Respondent complied with the citation which is incorporated herein as if set forth fully.

OTHER MATTERS

72. Pursuant to sections 7097 and 7098 of the Code, if license No. 955742 issued to Respondent is suspended or revoked, the Registrar may suspend or revoke, without notice, any other license issued in the name of Reza Vandi or for which Reza Vandi furnished the qualifying experience and appearance.

73. Pursuant to sections 7121, 7121.5, 7122 and / or 7122.5, if discipline is imposed on license No. 955742 issued to Respondent, Reza Vandi shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual, or member of the personnel of record of a licensee of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or associates Reza Vandi shall be subject to disciplinary action.

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PRAYER

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

As to Jet Speed Plumbing Inc dba Ritz Plumbing

1. Revoking or suspending Contractor's License No. 955742 issued to Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES;

2. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 955742, issued to Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES;

3. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

4. Ordering restitution of all damages according to proof suffered by above homeowners as a condition of probation in the event probation is ordered;

5. Ordering restitution of all damages suffered by above homeowners as a result of Reza Vandi's conduct as a contractor, as a condition of restoration of license No. 955742, issued to Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES;

6. Ordering Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES to pay the Registrar of Contractors costs for the investigation and enforcement of the case according to proof at the hearing, pursuant to Business and Professions Code section 125.3;

7. Ordering Jet Speed Plumbing Inc dba Ritz Plumbing, Reza Vandi, RMO/CEO/PRES to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Ritz Restoration Inc

8. Revoking or suspending Contractor's License No. 987559 issued to Ritz Restoration Inc, Eugene Yoshitane Ohta, RMO, Reza Vandi, CEO/President, Richard Anthony Herbert, RMO;

9. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No.

987559, issued to Ritz Restoration Inc, Eugene Yoshitane Ohta, RMO, Reza Vandi, CEO/President, Richard Anthony Herbert, RMO;

10. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

11. Ordering Ritz Restoration Inc, Eugene Yoshitane Ohta, RMO, Reza Vandi, CEO/President, Richard Anthony Herbert, RMO to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Jet Speed Plumbing Inc dba Lucas Plumbing

12. Revoking or suspending Contractor's License No. 1005308 issued to Jet Speed Plumbing Inc dba Lucas Plumbing, Reza Vandi, RMO/CEO/President;

13. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 1005308, issued to Jet Speed Plumbing Inc dba Lucas Plumbing, Reza Vandi, RMO/ CEO/President;

14. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

15. Ordering Jet Speed Plumbing Inc dba Lucas Plumbing, Reza Vandi, RMO/ CEO/President to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Pink Plumbing Inc

16. Revoking or suspending Contractor's License No. 1009343 issued to Pink Plumbing Inc, Reza Vandi, RMO/CEO/President;

17. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 1009343, issued to Pink Plumbing Inc, Reza Vandi, RMO/CEO/President;

18. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

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19. Ordering Pink Plumbing Inc, Reza Vandi, RMO/CEO/President to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Rooftoppers Inc

20. Revoking or suspending Contractor's License No. 440172 issued to Rooftoppers Inc, Paul Steven Klein, RMO/CEO/President, Reza Vandi, CEO/President;

21. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 440172, issued to Rooftoppers Inc, Paul Steven Klein, RMO/CEO/President, Reza Vandi, CEO/President;

22. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

23. Ordering Rooftoppers Inc, Paul Steven Klein, RMO/CEO/President, Reza Vandi, CEO/President to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Oliver-Mahon Asphalt Inc

24. Revoking or suspending Contractors License No. 524528 issued to Oliver-Mahon Asphalt Inc, Brent Alan Mahon, RMO/CEO/President, Terry Louanne Mahon, Officer, Donald William James, Officer, Reza Vandi, CEO/President;

25. Prohibiting Reza Vandi from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 524528, issued to Oliver-Mahon Asphalt Inc, Brent Alan Mahon, RMO/CEO/President, Terry Louanne Mahon, Officer, Donald William James, Officer, Reza Vandi, CEO/President;

26. Revoking or suspending any other license for which Reza Vandi is furnishing the qualifying experience or appearance;

27. Ordering Oliver-Mahon Asphalt Inc., Brent Alan Mahon, RMO/CEO/President, Terry Louanne Mahon, Officer, Donald William James, Officer to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each; and,

As to All

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

DATED: 8-31-2018

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

FILED
AUG 31 2018
CSLB DSS

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