

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

In the Matter of the Accusation Against:

MEMEGED TEVUOT SHEMESH
dba TITAN SOLAR CONSTRUCTION
6711 Valjean Avenue
Van Nuys, CA 91406
OFIR HAIMOF, RMO/CEO/PRES.
JOSE LUIS RAMIREZ, RMO (5/15/2014-5/1/2015)
RICKY MIRANDA, JR, RME (6/22/2015-1/9/2017)

Contractor's License No. 962965,

CASE NO. N2017-118

ORDER TO ADOPT
STIPULATED SETTLEMENT

REFERRAL DESIGN & CONSTRUCTION, INC.
dba GREEN PROS,
5550 Topanga Canyon Blvd, Ste 280
Woodland Hills, CA 91367
OFIR HAIMOF, RMO/CEO/PRES.

Contractor's License No. 937159

Respondent.

Affiliated Party.

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter.

IT IS FURTHER ORDERED pursuant to Section 7102 of the Business and Professions Code and Section 870 of the Code of Regulations, that Respondent, **MEMEGED TEVUOT SHEMESH dba TITAN SOLAR CONSTRUCTION** License Number **962965** shall not apply for reissuance or reinstatement of any license for four year(s) from the effective date of this Decision.

IT IS FURTHER ORDERED that Respondent shall pay the investigative costs in the amount of \$11,487.00, prior to issuance of a new or reinstated license pursuant to Business and Professions Code section 7102.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of Title 16 of the California Code of Regulations, respondent **REFERRAL DESIGN & CONSTRUCTION, INC. dba GREEN PROS**, LICENSE NUMBER **937159**, shall not apply for reissuance or reinstatement of said license for four year(s) from the effective date of this decision.

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

This Order shall become effective on May 22, 2019.

IT IS SO ORDERED April 22, 2019.



David Fogt
Registrar of Contractors

1 XAVIER BECERRA
2 Attorney General of California
3 THOMAS L. RINALDI
4 Supervising Deputy Attorney General
5 HEATHER VO
6 Deputy Attorney General
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12 *Attorneys for Complainant*

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BEFORE THE
REGISTRAR OF CONTRACTORS
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In the Matter of the Accusation Against:

Case No. N2017-118

MEMEGED TEVUOT SHEMESH
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JOSE LUIS RAMIREZ, RMO (5/15/2014-5/1/2015)
RICKY MIRANDA, JR, RME (6/22/2015-1/9/2017)

OAH No. 2018120088

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

Contractor's License No. 962965

Respondent

REFERRAL DESIGN & CONSTRUCTION,
INC.

dba GREEN PROS,
5550 Topanga Canyon Blvd, Ste 280
Woodland Hills, CA 91367
OFIR HAIMOF, RMO/CEO/PRES.

Contractor's License No. 937159

Affiliated Party

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
2 entitled proceedings that the following matters are true:

3 **PARTIES**

4 1. Wood Robinson (Complainant) is the Enforcement Supervisor I of the Contractors'
5 State License Board (Registrar). He brought this action solely in his official capacity and is
6 represented in this matter by Xavier Becerra, Attorney General of the State of California, by
7 Heather Vo, Deputy Attorney General.

8 2. Memeged Tevuot Shemesh, dba Titan Solar Construction, Ofir Haimof,
9 RMO/CEO/President, Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME
10 (6/22/2015-1/9/2017); and Referral Design & Construction, Inc., dba Green Pros, Ofir Haimof,
11 RMO/CEO/President (collectively "Respondents") are represented in this proceeding by attorneys
12 Gerald W. Mouzis, Esq. and Bradley R. Anderson, Esq. of The Mouzis Law Firm, whose address
13 is 17671 Irvine Boulevard, Suite 207, Tustin, California 92780.

14 3. **License Histories**

15 **Memeged Tevuot Shemesh dba Titan Solar Construction**

16 1. On or about July 7, 2011, the Registrar of Contractors (Registrar) issued Contractor's
17 License No. 962965 to Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof,
18 RMO/CEO/President, Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME
19 (6/22/2015-1/9/2017). The Contractor's License was in full force and effect at all times relevant
20 to the charges brought herein and will expire on July 31, 2019, unless renewed.

21 **Referral Design & Construction, Inc.**

22 2. On or about August 28, 2009, the Registrar issued Contractor's License No. 937159
23 to Referral Design & Construction, Inc. dba Green Pros, Ofir Haimof, RMO/CEO/President. The
24 Contractor's License will expire on August 31, 2021, unless renewed.

25 **JURISDICTION**

26 4. Accusation No. N2017-118 was filed before the Registrar, and is currently pending
27 against Respondents. The Accusation and all other statutorily required documents were properly
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1 served on Respondents on July 17, 2018. Respondents timely filed their Notice of Defense
2 contesting the Accusation.

3 5. A copy of Accusation No. N2017-118 is attached as exhibit A and incorporated
4 herein by reference.

5 **ADVISEMENT AND WAIVERS**

6 6. Respondents have carefully read, fully discussed with counsel, and understand the
7 charges and allegations in Accusation No. N2017-118. Respondents have also carefully read,
8 fully discussed with counsel, and understand the effects of this Stipulated Settlement and
9 Disciplinary Order.

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

16 8. Respondents voluntarily, knowingly, and intelligently waive and give up each and
17 every right set forth above.

18 **CULPABILITY**

19 9. Respondents understand and agree that the charges and allegations in Accusation No.
20 N2017-118, if proven at a hearing, constitute cause for imposing discipline upon their
21 Contractor's Licenses.

22 10. For the purpose of resolving the Accusation without the expense and uncertainty of
23 further proceedings, Respondents hereby give up their right to contest those charges.

24 11. Respondents agree that their Contractor's License No. 962965 and Contractor's
25 License No. 937159 are subject to discipline and they agree to be bound by the Registrar's
26 imposition of discipline as set forth in the Disciplinary Order below.

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RESERVATION

12. The admissions made by Respondents herein are only for the purposes of this proceeding, or any other proceedings in which the Registrar of Contractors, Contractors' State License Board, or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

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

14. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Contractor's License No. 962965 issued to Respondent Memeged Tevuot Shemesh, dba Titan Solar Construction; and Contractor's License No. 937159 issued to Respondent Referral Design & Construction, Inc., dba Green Pros are revoked.

1. Respondents fully understand and agree that if they ever file an application for licensure or a petition for reinstatement in the State of California, they must comply with all the laws, regulations and procedures for reinstatement of a revoked license in effect at the time the petition is filed.

2. Respondents shall pay the Registrar its costs of investigation and enforcement in the amount of \$11,487.99 prior to issuance of a reinstated license;

3. Respondents fully understand and agree that the Registrar shall further require as a condition precedent to the restoration of a Contractor's License to Respondents that they shall file or have on file a disciplinary contractor's bond in the sum to be fixed by the Registrar based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not replace any other type of contractor's bond. The disciplinary bond shall remain on file with the Registrar for a period of at least two years and for such additional time as the Registrar may determine, as required under Business and Professions Code section 7071.8.

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ACCEPTANCE

We have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with our attorneys, Gerald W. Mouzis, Esq. and Bradley R. Andersen, Esq. of The Mouzis Law Firm. I understand the stipulation and the effect it will have on our Contractor's License No. 962965 and Contractor's License No. 937159. We enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Registrar of Contractors, Contractors' State License Board.

DATED:

signature page attached

MEMEGED TEVUOT SHEMESH
dba TITAN SOLAR CONSTRUCTION
OFIR HAIMOF, RMO/CEO/PRESIDENT
Contractor's License No. 962965
Respondent

DATED:

REFERRAL DESIGN & CONSTRUCTION, INC.
dba **GREEN PROS**
OFIR HAIMOF, RMO/CEO/PRESIDENT
Contractor's License No. 937159
Respondent

We have read and fully discussed with Respondents the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. We approve its form and content.

DATED:

GERALD W. MOUZIS, Esq.
BRADLEY R. ANDERSON, Esq.
THE MOUZIS LAW FIRM
Attorneys for Respondent

ACCEPTANCE

We have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with our attorneys, Gerald W. Mouzis, Esq. and Bradley R. Andersen, Esq. of The Mouzis Law Firm. I understand the stipulation and the effect it will have on our Contractor's License No. 962965 and Contractor's License No. 937159. We enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Registrar of Contractors, Contractors' State License Board.

DATED:

MEMEGED TEVUOT SHEMESH
dba **TITAN SOLAR CONSTRUCTION**
OFIR HAIMOF, RMO/CEO/PRESIDENT
Contractor's License No. 962965
Respondent

DATED:

REFERRAL DESIGN & CONSTRUCTION, INC.
dba GREEN PROS
OFIR HAIMOF, RMO/CEO/PRESIDENT
Contractor's License No. 937159
Respondent

We have read and fully discussed with Respondents the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. We approve its form and content.

DATED: March 12, 2019

GERALD W. MOUZIS, Esq.
BRADLEY R. ANDERSON, Esq.
THE MOUZIS LAW FIRM
Attorneys for Respondent

ENDORSEMENT

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

Dated: March 15, 2019

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
THOMAS L. RINALDI
Supervising Deputy Attorney General

Collier Vo

HEATHER VO
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. N2017-118

XAVIER BECERRA
Attorney General of California
LINDA K. SCHNEIDER
Senior Assistant Attorney General
THOMAS L. RINALDI
Supervising Deputy Attorney General
State Bar No. 206911
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Attorneys for Complainant

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In the Matter of the Accusation Against:

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JOSE LUIS RAMIREZ, RMO (5/15/2014-5/1/2015)
RICKY MIRANDA, JR, RME (6/22/2015-1/9/2017)

ACCUSATION

Contractor's License No. 962965.

Respondent.

REFERRAL DESIGN & CONSTRUCTION, INC.
dba GREEN PROS,
5550 Topanga Canyon Blvd, Ste 280
Woodland Hills, CA 91367
OFIR HAIMOV RMO/CEO/PRES

Contractor's License No. 937159

Affiliated Party.

Complainant alleges:

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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

Memeged Tevuot Shemesh dba Titan Solar Construction

2. On or about July 7, 2011, the Registrar of Contractors (Registrar) issued Contractor's License No. 962965 to Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME (6/22/2015-1/9/2017) (Respondent). 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.

Referral Design & Construction, Inc.

3. On or about August 28, 2009, the Registrar issued Contractor's License No. 937159 to Referral Design & Construction, Inc. dba Green Pros, Ofir Haimof, RMO/CEO/PRES. (Affiliated Party). The Contractor's License will expire on August 31, 2021, unless renewed.

JURISDICTION

4. This Accusation is brought before the Registrar for the Board under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

5. Section 118, subdivision (b) provides, in pertinent part, that the expiration of a license shall not deprive the Registrar of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated. Under 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.

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

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

4 8. Section 7095 states that the Registrar in making his order may:

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

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

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

13 9. Section 7106.5 provides, in pertinent part, that the expiration, cancellation, forfeiture,
14 or suspension of a license by operation of law or by order or decision of the registrar, or a court of
15 law, or the voluntary surrender of the license shall not deprive the registrar of jurisdiction to
16 proceed with any investigation or action or disciplinary proceeding against the license, or to
17 render a decision suspending or revoking the license.

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

22 11. Section 7121 states:

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

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

10 12. Section 7121.5 states:

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

18 13. Section 7122 states:

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

26 14. Section 7122.5 states:

27 "The performance by an individual, partnership, corporation, limited liability company,
28 firm, or association of an act or omission constituting a cause for disciplinary action, likewise

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

STATUTORY PROVISIONS

5 15. Section 143.5 states

6 "(a) No licensee who is regulated by a board, bureau, or program within the Department
7 of Consumer Affairs, nor an entity or person acting as an authorized agent of a licensee, shall
8 include or permit to be included a provision in an agreement to settle a civil dispute, whether the
9 agreement is made before or after the commencement of a civil action, that prohibits the other
10 party in that dispute from contacting, filing a complaint with, or cooperating with the department,
11 board, bureau, or program within the Department of Consumer Affairs that regulates the licensee
12 or that requires the other party to withdraw a complaint from the department, board, bureau, or
13 program within the Department of Consumer Affairs that regulates the licensee. A provision of
14 that nature is void as against public policy, and any licensee who includes or permits to be
15 included a provision of that nature in a settlement agreement is subject to disciplinary action by
16 the board, bureau, or program.

17 "(b) Any board, bureau, or program within the Department of Consumer Affairs that takes
18 disciplinary action against a licensee or licensees based on a complaint or report that has also
19 been the subject of a civil action and that has been settled for monetary damages providing for
20 full and final satisfaction of the parties may not require its licensee or licensees to pay any
21 additional sums to the benefit of any plaintiff in the civil action.

22 "(c) As used in this section, "board" shall have the same meaning as defined in Section
23 22, and "licensee" means a person who has been granted a license, as that term is defined in
24 Section 23.7.

25 "(d) Notwithstanding any other law, upon granting a petition filed by a licensee or
26 authorized agent of a licensee pursuant to Section 11340.6 of the Government Code, a board,
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1 bureau, or program within the Department of Consumer Affairs may, based upon evidence and
2 legal authorities cited in the petition, adopt a regulation that does both of the following:

3 “(1) Identifies a code section or jury instruction in a civil cause of action that has no
4 relevance to the board’s, bureau’s, or program’s enforcement responsibilities such that an
5 agreement to settle such a cause of action based on that code section or jury instruction otherwise
6 prohibited under subdivision (a) will not impair the board’s, bureau’s, or program’s duty to
7 protect the public.

8 “(2) Exempts agreements to settle such a cause of action from the requirements of
9 subdivision (a).

10 “(e) This section shall not apply to a licensee subject to Section 2220.7.”

11 16. Section 7107 states that “[a]bandonment without legal excuse of any construction
12 project or operation engaged in or undertaken by the licensee as a contractor constitutes a cause
13 for disciplinary action.”

14 17. Section 7108.5 states in pertinent part

15 “a. A prime contractor or subcontractor shall pay to any subcontractor, not later than
16 seven days after receipt of each progress payment, unless otherwise agreed to in writing, the
17 respective amounts allowed the contractor on account of the work performed by the
18 subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a
19 good faith dispute over all or any portion of the amount due on a progress payment from the
20 prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may
21 withhold no more than 150 percent of the disputed amount.”

22 18. Section 7109 states, in pertinent part:

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

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

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

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

7 20. Section 7154 states:

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

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

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

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

26 21. Section 7159.5 states, in pertinent part:

27 "This section applies to all home improvement contracts, as defined in Section 7151.2,
28 between an owner or tenant and a contractor, whether a general contractor or a specialty

1 contractor, who is licensed or subject to be licensed pursuant to this chapter with regard to the
2 transaction.

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

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

8 22. Section 7161 states:

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

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12 "(b) Making any substantial misrepresentation in the procurement of a contract for a home
13 improvement or other work of improvement or making any false promise of character likely to
14 influence, persuade or, 1 induce any person to enter into such a contract."

15 COST RECOVERY/RESTITUTION

16 23. Section 125.3 provides that the Registrar may request the administrative law judge to
17 direct a licentiate found to have committed a violation or violations of the licensing act to pay a
18 sum not to exceed the reasonable costs of the investigation and enforcement of the case.

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

23 59th STREET PROJECT

24 25. On or about February 29, 2016, Respondent through its unregistered salesperson
25 Moshe Ben Nissan, also known as "Mike," entered into a contract with homeowner, R.N., to
26 install a solar system, vinyl windows and aluminum patio at her residence located on 59th Street
27 in Los Angeles, CA for the amount of \$41,800 (59th Street Project). On or about February 12,
28 2016, the contract was amended to eliminate solar and retain the window installation, for a new

1 contract price of \$9,900. On or about February 15, 2016, a change order was entered to include
2 installation of a new HVAC system and an extra window for the additional amount of \$17,300.
3 On February 25, 2016, a new contract was entered to include inspection of the attic for the wiring
4 and plumbing, installation of insulation in the attic and walls, and upgrade the panel to 200 amps,
5 as well as a vinyl gate for an additional \$17,300. On or about March 11, 2016, a new contract
6 was entered to cancel the prior change order and only keep attic insulation and include removal
7 and replacement of the roof and do complimentary tile work to the front of the house for \$31,900.

8 26. Work began on or about February 9, 2016, and ceased on or about April 1, 2016.
9 Respondent was paid through Ygrene, which was sold to the homeowner as a government funded
10 program that pays for "green energy" programs and would help subsidize the project.
11 Respondent was paid \$17,300 on March 2, 2016, \$9,900 on March 8, 2016, and \$31,900 on
12 March 25, 2016, for a total of \$59,100¹. The false completion certificates caused the homeowners
13 property tax to increase from \$1,375.20 to \$7,743.29 per year until the YGrene loan is paid.

14 **FIRST CAUSE FOR DISCIPLINE**

15 **(Abandonment)**

16 27. Respondent is subject to disciplinary action under section 7107, in that on the 59th
17 Street Project, Respondent abandoned the project without legal excuse in that Respondent failed
18 to reroof the rear flat section of the roof.

19 **SECOND CAUSE FOR DISCIPLINE**

20 **(Departure From Plans or Specifications)**

21 28. Respondent is subject to disciplinary action under section 7109, subdivision (b), in
22 that on the 59th Street Project, Respondent willfully disregarded the project plans and
23 specifications in a material respect, as follows:

24 a. Respondent installed patch material over exposed skylight unit.
25 b. Respondent failed to remove existing shingles prior to new shingle installation per
26 contract.

27
28 ¹That included an overpayment of \$9,900, using completion certificates that were not
signed by the homeowner since the work was not done.

- c. Respondent failed to properly cut the shingles at stanchion base.
- d. Respondent failed to install metal flashing at rear wall transition.
- e. Respondent failed to install metal flashing at midsection wall transition.
- f. Respondent failed to replace existing old vent cap with a new vent cap.
- g. Respondent failed to caulk exposed fasteners.

THIRD CAUSE FOR DISCIPLINE

(Employment of Unregistered Home Improvement Salesperson)

29. Respondent is subject to disciplinary action under section 7154, in that on the 59th Street Project, Respondent employed Moshe Ben Nissan to sell a home improvement contract when Moshe Ben Nissan was not registered with the Board as a home improvement salesperson.

FOURTH CAUSE FOR DISCIPLINE

(Excessive Payment(s))

30. Respondent is subject to disciplinary action under section 7159.5, subdivision (a)(5), in that on the 59th Street Project, Respondent received and / or requested payment(s) in excess of the value of the work performed or materials delivered when it accepted \$9,900 over the contract price.

FIFTH CAUSE FOR DISCIPLINE

(Misrepresentation to Obtain Contract)

31. Respondent is subject to disciplinary action under section 7161, subdivision (b), in that on the 59th Street Project, Respondent committed willful and / or fraudulent acts causing substantial injury to others when it made substantial misrepresentations to procure a contract for home improvement work by advising the homeowner that the green funding loan was a government subsidized program which would assist them in paying off a low payment loan.

SIXTH CAUSE FOR DISCIPLINE

(Fraudulent Documentation)

32. Respondents are subject to disciplinary action under section 7161, subdivision (c), in that on the 59th Street Project, Respondent, his employees, officers, or agents willfully or

1 fraudulently signed the completion certificates for work that had not been completed in order to
2 receive payment.

3 **91ST STREET PROJECT**

4 33. On or about January 19, 2017, Respondent entered into a written agreement with
5 homeowner, F.C., to build a patio cover using Alumawood at his residence located on 91st Street
6 in Los Angeles, CA, for the amount of \$9,000 (91st Street Project). The homeowner complained
7 that the material used to build the structure was not what was agreed upon at the time of the
8 contract. In addition, the homeowner indicated that the measurements were not correct and that
9 he was shorted material. The homeowner refused to pay the remaining portion of \$8,100 until the
10 structure was inspected and repaired. A settlement was subsequently reached between the
11 homeowner and Respondent. However, as a condition of the agreement, Respondent included
12 that it would not be liable for the workmanship on the project once the settlement was signed, and
13 that the homeowner would remove his complaint with the Board.

14 **SEVENTH CAUSE FOR DISCIPLINE**

15 **(Illegal Gag Order in Settlement Agreement)**

16 34. Respondent is subject to disciplinary action under section 143.5, subdivision (a),
17 because Respondent, a licensee regulated by the Contractors' State License Board, included or
18 permitted to be included in his settlement agreement to settle the civil dispute with the
19 homeowner a provision that stated, "client agrees to release Titan from any liability and or
20 complaints regarding the product or workmanship." This provision was intended to prohibit the
21 homeowner from contacting, filing a complaint with, or cooperating with the Contractors' State
22 License Board. Complainant realleges paragraph 35.

23 **TIERRA DE ORO STREET PROJECT**

24 35. On or about February 24, 2016, Respondent through its unregistered salesperson
25 Cody Denhoo, entered into a written contract with homeowner, S.M., to provide and install a
26 photovoltaic solar display at her residence located on Tierra De Oro Street in Moreno Valley, CA,
27 for the amount of \$44,500 (Tierra De Oro Street Project). The homeowner subsequently
28 cancelled the contract but was charged \$4,000 for a restocking fee.

EIGHTH CAUSE FOR DISCIPLINE

(Employment of Unregistered Home Improvement Salesperson)

36. Respondent is subject to disciplinary action under section 7154, in that on the Tierra De Oro Street Project, Respondent employed Cody Denhoo to sell a home improvement contract when Cody Denhoo was not registered with the Board as a home improvement salesperson.

DOGWOOD ROAD PROJECT

37. On or about March 15, 2016, Respondent entered into a written contract with homeowner, J.B., to install 18 solar photovoltaic panels at his home located on Dogwood Road in Lake Hughes, CA, for the amount of \$28,530 (Dogwood Road Project). On or about August 10, 2016, a second contract was entered to include removal and replacement of four windows and installation of 1500 square feet of artificial turf for a total of \$48,980. Additional change orders required Respondent to perform stucco work around the windows, and tree removal bringing the contract amount to \$52,780. Work began on or about April 3, 2016 and ceased on August 14, 2017. Respondent was paid a total amount of \$52,780. On or around December 2, 2017, an industry expert inspected the property and estimated the cost to correct and complete work required under the contract to be approximately \$13,383.26.

NINTH CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

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

a. Respondent failed to perform electrical load calculations to make sure that the electrical demands distributed evenly amongst the upgraded electrical panel to avoid electrical breakers from popping.

b. Respondent failed to test the electrical system after upgrading the electrical panel to 200 amps.

c. Respondent failed to remove enough stucco to effectively tie in the required moisture and water barrier when installing the replacement windows

1 d. Respondent failed to apply the outside stucco to prevent leakage around replacement
2 windows.

3 **TENTH CAUSE FOR DISCIPLINE**

4 **(Departure From Plans or Specifications)**

5 39. Respondent is subject to disciplinary action under section 7109, subdivision (b), in
6 that on the Dogwood Road Project, Respondent willfully disregarded the project plans and
7 specifications in a material respect, in that Respondent did not install windows with Argon gas,
8 low E, and the sun coat.

9 **ELEVENTH CAUSE FOR DISCIPLINE**

10 **(Failure to Complete Project for Contract Price Stated)**

11 40. Respondent is subject to disciplinary action under section 7113, in that on the
12 Dogwood Road Project, Respondent failed to complete the project for the contract price, and the
13 homeowner is required to spend substantial amounts in excess of the contract price to complete
14 the project in accordance with the contract.

15 **A.S.P.I. SUBCONTRACT**

16 41. On or about March 27, 2017, Respondent entered into a verbal contract with
17 subcontractor A.S.P.I. to perform electrical repairs at homeowner H.M.'s residence located on
18 Tujunga Avenue in Los Angeles, CA, for the amount of \$10,180 (A.S.P.I. Subcontract). Work
19 began on or about March 31, 2017 and ceased on July 31, 2017. The homeowner paid
20 Respondent in full on August 11, 2017. Respondent paid A.S.P.I. \$2,500 in the form of a check,
21 which was returned due to non-sufficient funds on October 12, 2017. A second check was
22 written to A.S.P.I. in the amount of \$5,012 that was returned due to non-sufficient funds on
23 September 27, 2017. A third check was issued to A.S.P.I. in the amount of \$5,024 and was
24 returned due to non-sufficient funds on October 12, 2017. A check was issued to A.S.P.I. for the
25 amount of \$7,728, which was returned as non-sufficient funds on December 14, 2017, and
26 replaced with a cashier's check. Respondent paid A.S.P.I. \$2,500 in cash.

27 ///

28 ///

1

TWELFTH CAUSE FOR DISCIPLINE

2

(Failure to Timely Pay Subcontractor)

3

42. Respondent is subject to disciplinary action under section 7108.5, in that on the
A.S.P.I. Subcontract, Respondent failed to pay its subcontractor within the required seven (7)
days of having received payment.

6

H.P.I SUBCONTRACT

7

43. On or about April 22, 2016, Respondent entered into a subcontract with H.P.I. to
8 install two photovoltaic solar systems for property owner C.T. at his two homes located in San
9 Francisco, CA, for the amount of \$35,290 (H.P.I. Subcontract). Work began on or about June 27,
10 2016 and ceased on September 30, 2016. Respondent was paid in full thru a HERO financing
11 lender. On or about December 9, 2016, Respondent paid H.P.I. a total of \$6,000, with the
12 remaining balance still unpaid.

13

THIRTEENTH CAUSE FOR DISCIPLINE

14

(Failure to Pay Materials/Services)

15

44. Respondent is subject to disciplinary action under section 7120, in that on the H.P.I.
16 Subcontract, Respondent willfully and deliberately failed to make payment for materials or
17 services rendered on his behalf by H.P.I. after receiving sufficient funds to do so.

18

OTHER MATTERS

19

45. Pursuant to sections 7097 and 7098, if license No. 962965 issued to Respondent is
20 suspended or revoked, the Registrar may suspend or revoke, without notice, any other license
21 issued in the name of Titan Solar Construction or for which Titan Solar Construction furnished
22 the qualifying experience and appearance.

23

46. Pursuant to section 7121, 7121.5, 7122, and/or 7122.5, if discipline is imposed on
24 license No. 962965 issued to Respondent, Titan Solar Construction, Ofir Haimof,
25 RMO/CEO/PRES., shall be prohibited from serving as an officer, director, associate, partner,
26 manager, or qualifying individual, or member of the personnel of record of a licensee of any
27 licensee during the time the discipline is imposed, and any licensee which employs, elects, or
28 associates Ofir Haimof shall be subject to disciplinary action.

PRAYER

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

1. Revoking or suspending Contractor's License No. 962965 issued to Memeged Tevuo Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME (6/22/2015-1/9/2017);

2. Prohibiting Ofir Haimof from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 962965, issued to Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME (6/22/2015-1/9/2017);

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

4. Ordering restitution of all damages according to proof suffered by J.B., A.S.P.I., and H.P.I., as a condition of probation in the event probation is ordered;

5. Ordering restitution of all damages suffered by J.B., A.S.P.I., and H.P.I., as a result of Titan Solar Construction's conduct as a contractor, as a condition of restoration of license No. 962965, issued to Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME

6. Ordering Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME 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 Memeged Tevuot Shemesh dba Titan Solar Construction, Ofir Haimof, RMO/CEO/PRES., Jose Luis Ramirez, RMO (5/15/2014-5/1/2015), Ricky Miranda, Jr., RME, to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

111

1 As to Referral Design & Construction, Inc.

2 8. Revoking or suspending Contractor's License No. 937159 issued to Referral Design
3 & Construction, Inc., Ofir Haimof, RMO/CEO/PRES.;

4 9. Prohibiting Ofir Haimof from serving as an officer, director, associate, partner, or
5 qualifying individual of any licensee during the period that discipline is imposed on license No.
6 937159, issued to Referral Design & Construction, Inc., Ofir Haimof, RMO/CEO/PRES.;

7 10. Revoking or suspending any other license for which Ofir Haimof is furnishing the
8 qualifying experience or appearance;

9 11. Ordering Referral Design & Construction, Inc., Ofir Haimof, RMO/CEO/PRES. to
10 provide the Registrar with a listing of all contracting projects in progress and the anticipated
11 completion date of each;

12 As to All

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

14 DATED: 7-17-2018

15 
16 WOOD ROBINSON
17 Enforcement Supervisor I
18 Contractors' State License Board
19 Department of Consumer Affairs
20 State of California
21 Complainant 161

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26 CSLB DSS