XAVIER BECERRA
Attorney General of California
DAVID E. BRICE
Supervising Deputy Attorney General
JEFFREY M. PHILLIPS
Deputy Attorney General
State Bar No. 154990
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550
Telephone: (916) 210-7914
Facsimile: (916) 327-8643
Attorneys for Complainant

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

In the Matter of the Accusation Against**:** **COMPLETE SOLAR, INC.** **AARON VINCENT WISE, RME,** **WILLIAM JAMES ANDERSON,** **CEO/PRESIDENT** 3000 Executive Parkway, Suite 504 San Ramon, CA 94583 Contractor's License No. 961988, C10, C46 Respondents.	Case No. N2018-220 **ACCUSATION**

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 or CSLB).

2. On or about June 10, 2011, the Registrar (Registrar) of Contractors issued Contractor's License Number 961988 to Complete Solar, Inc. (Respondent Complete Solar). 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, 2021, unless renewed. Aaron Vince Wise (Respondent Wise)

associated as the responsible managing employee (RME) on March 5, 2014. William James Anderson (Respondent Anderson) associated as the CEO and President on June 10, 2011.

PERSONNEL OF RECORD

3. "Members of the personnel of record" of a corporation that holds a contractor's license is defined in Business and Professions Code (Code) section 7025 and "means every person listed in the records of the registrar as then associated with a licensee." Respondent Complete Solar is a corporation organized under the laws of California, and has listed the following individuals as associated personnel, which are of record with the Board and not named as respondents herein: Douglas Hamilton Dolton associated as an officer on June 10, 2011, until he disassociated on October 17, 2017.

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 (Code) unless otherwise indicated.

5. Section 118, subdivision (b) of the Code states:

> The suspension, expiration, or forfeiture by operation of law of a license issued by a board in the department, or its suspension, forfeiture, or cancellation by order of the board or by order of a court of law, or its surrender without the written consent of the board, shall not, during any period in which it may be renewed, restored, reissued, or reinstated, deprive the board of its authority to institute or continue a disciplinary proceeding against the licensee upon any ground provided by law or to enter an order suspending or revoking the license or otherwise taking disciplinary action against the licensee on any such ground.

6. Section 7076.5, subdivision (h) of the Code states:

> The inactive status of a license shall not bar any disciplinary action by the board against a licensee for any of the causes stated in this chapter.

7. Section 7090 of the Code states, in pertinent part:

> The registrar may upon his or her own motion and shall upon the verified complaint in writing of any person, investigate the actions of any applicant, contractor, or home improvement salesperson within the state and may deny the licensure or the renewal of licensure of, or cite, temporarily suspend, or permanently revoke any license or registration if the applicant, licensee, or registrant, is guilty of or commits any one or more of the acts or omissions constituting causes for disciplinary action.
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> . . . .

8. Section 7106.5 of the Code states:

The expiration, cancellation, forfeiture, revocation, 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 a license by a licensee, 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.

9. Section 7121 of the Code 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.

10. Section 7121.5 of the Code 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.

STATUTORY PROVISIONS

11. Section 7109 of the Code states:

(a) 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.

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

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12. Section 7154 of the Code states, in pertinent part:

. . . .

(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.

13. Section 7159 of the Code states, in pertinent part:

. . .

(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:

(1) The writing shall be legible.

(2) Any printed form shall be readable. Unless a larger typeface is specified in this article, text in any printed form shall be in at least 10-point typeface and the headings shall be in at least 10-point boldface type.

(3)(A) Before any work is started, the contractor shall give the buyer a copy of the contract signed and dated by both the contractor and the buyer. The buyer's receipt of the copy of the contract initiates the buyer's rights to cancel the contract pursuant to Sections 1689.5 to 1689.14, inclusive, of the Civil Code.

(B) The contract shall contain on the first page, in a typeface no smaller than that generally used in the body of the document, both of the following:

(i) The date the buyer signed the contract.

(ii) The name and address of the contractor to which the applicable "Notice of Cancellation" is to be mailed, immediately preceded by a statement advising the buyer that the "Notice of Cancellation" may be sent to the contractor at the address noted on the contract.

(4) The contract shall include a statement that, upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

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

(6) The contract shall contain, in close proximity to the signatures of the owner and contractor, a notice stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

(7) If the contract provides for a contractor to furnish joint control, the contractor shall not have any financial or other interest in the joint control.

(8) The provisions of this section are not exclusive and do not relieve the contractor from compliance with any other applicable provision of law.

(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:

(1) The name, business address, and license number of the contractor.

(2) If applicable, the name and registration number of the home improvement salesperson that solicited or negotiated the contract.

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

(4) The following statement in at least 12-point boldface type: "You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started."

(5) The heading: "Contract Price," followed by the amount of the contract in dollars and cents.

(6) If a finance charge will be charged, the heading: "Finance Charge," followed by the amount in dollars and cents. The finance charge is to be set out separately from the contract amount.

(7) The heading: "Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed," followed by a description of the project and a description of the significant materials to be used and equipment to be installed. For swimming pools, the project description required under this paragraph also shall include a plan and scale drawing showing the shape, size, dimensions, and the construction and equipment specifications.

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

(A) The heading: "Downpayment."

(B) A space where the actual downpayment appears.

(C) The following statement in at least 12-point boldface type:

"THE DOWNPAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS."

(9) If payments, other than the downpayment, are to be made before the project is completed, the details of these payments, known as progress payments, shall be expressed in substantially the following form, and shall include the text of the statement as specified in subparagraph (C):

(A) A schedule of progress payments shall be preceded by the heading: "Schedule of Progress Payments."

(B) Each progress payment shall be stated in dollars and cents and specifically reference the amount of work or services to be performed and materials and equipment to be supplied.

(C) The section of the contract reserved for the progress payments shall include the following statement in at least 12-point boldface type:

"The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT."

(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.

(12) If applicable, the heading: "List of Documents to be Incorporated into the Contract," followed by the list of documents incorporated into the contract.

(13) The heading: "Note About Extra Work and Change Orders," followed by the following statement:

"Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments."

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

(1) A notice concerning commercial general liability insurance. This notice may be provided as an attachment to the contract if the contract includes the following statement: "A notice concerning commercial general liability insurance is attached to this contract." The notice shall include the heading "Commercial General Liability Insurance (CGL)," followed by whichever of the following statements is both relevant and correct:

(A) "(The name on the license or 'contractor') does not carry commercial general liability insurance."

(B) "(The name on the license or 'This contractor') carries commercial general liability insurance written by (the insurance company). You may call (the insurance company) at _____ to check the contractor's insurance coverage."

(C) "(The name on the license or 'This contractor') is self-insured."

(D) "(The name on the license or 'contractor') is a limited liability company that carries liability insurance or maintains other security as required by law. You may call (the insurance company or trust company or bank) at _____ to check on the contractor's insurance coverage or security."

(2) A notice concerning workers' compensation insurance. This notice may be provided as an attachment to the contract if the contract includes the statement: "A notice concerning workers' compensation insurance is attached to this contract." The notice shall include the heading "Workers' Compensation Insurance" followed by whichever of the following statements is correct:

(A) "(The name on the license or 'this contractor') has no employees and is exempt from workers' compensation requirements."

(B) "(The name on the license or 'this contractor') carries workers' compensation insurance for all employees."

(3) A notice that provides the buyer with the following information about the 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 providing written authorization prior to the commencement of work covered by the new change order.

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

(C) A statement informing the buyer that the contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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

"MECHANICS LIEN WARNING:

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

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

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

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

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

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

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

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

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe."

(5) The following notice shall be provided in at least 12-point typeface:

"Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

(6)(A) The notice set forth in subparagraph (B) and entitled "Three-Day Right to Cancel," shall be provided to the buyer unless the contract is:

(i) Negotiated at the contractor's place of business.

(ii) Subject to the "Seven-Day Right to Cancel," as set forth in paragraph (7).

(iii) Subject to licensure under the Alarm Company Act (Chapter 11.6 (commencing with Section 7590)), provided the alarm company licensee complies with Sections 1689.5, 1689.6, and 1689.7 of the Civil Code, as applicable.

(B) "Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10

days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

(C) The "Three-Day Right to Cancel" notice required by this paragraph shall comply with all of the following:

(i) The text of the notice is at least 12-point boldface type.

(ii) The notice is in immediate proximity to a space reserved for the owner's signature.

(iii) The owner acknowledges receipt of the notice by signing and dating the notice form in the signature space.

(iv) The notice is written in the same language, e.g., Spanish, as that principally used in any oral sales presentation.

(v) The notice may be attached to the contract if the contract includes, in at least 12-point boldface type, a checkbox with the following statement: "The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'"

(vi) The notice shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation," which also shall be attached to the agreement or offer to purchase and be easily detachable, and which shall contain the following statement written in the same language, e.g., Spanish, as used in the contract:

"Notice of Cancellation"
/enter date of transaction/
(Date)

"You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or

dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to _____/name of seller/, at _____/address of seller's place of business/ not later than midnight of _____(Date). I hereby cancel this transaction. _____(Date) _____(Buyer's signature)

(7)(A) The following notice entitled "Seven-Day Right to Cancel" shall be provided to the buyer for any contract that is written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county:

"Seven-Day Right to Cancel

You, the buyer, have the right to cancel this contract within seven business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

(B) The "Seven-Day Right to Cancel" notice required by this subdivision shall comply with all of the following:

(i) The text of the notice is at least 12-point boldface type.

(ii) The notice is in immediate proximity to a space reserved for the owner's signature.

(iii) The owner acknowledges receipt of the notice by signing and dating the notice form in the signature space.

(iv) The notice is written in the same language, e.g., Spanish, as that principally used in any oral sales presentation.

(v) The notice may be attached to the contract if the contract includes, in at least 12-point boldface type, a checkbox with the following statement: "The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a 'Notice of the Seven-Day Right to

Cancel.'"

(vi) The notice shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation," which shall also be attached to the agreement or offer to purchase and be easily detachable, and which shall contain the following statement written in the same language, e.g., Spanish, as used in the contract:

"Notice of Cancellation" _____/enter date of transaction/ (Date)

"You may cancel this transaction, without any penalty or obligation, within seven business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to _____/name of seller/, at _____/address of seller's place of business/ not later than midnight of _____(Date). I hereby cancel this transaction. _____(Date) _____(Buyer's signature)

14. Section 7161 of the Code 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:

(a) Using false, misleading, or deceptive advertising as an inducement to enter into any contract for a work of improvement, including, but not limited to, any home improvement contract, whereby any member of the public may be misled or injured.

(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.

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15. Section 7162 of the Code states, in pertinent part:

(a) Notwithstanding any other provision of law, any representation by a person licensed pursuant to this chapter with respect to a trademark or brand name, quality, or size of any goods or materials. . . and appliances, to be provided by the person pursuant to a home improvement contract, as defined in Section 7151.2, shall set forth, in writing, in the contract or specifications and shall include a description of the goods or materials, including any brand name, model number, or similar designation.

(b) Failure to install the specific goods or materials as represented as required by this section constitutes a cause for disciplinary action under this chapter.

16. Section 7163 of the Code states:

(a) No contract for home improvement shall be enforceable against the buyer if the obtaining of a loan for all or a portion of the contract price is a condition precedent to the contract or if the contractor provides financing, or in any manner assists the buyer to obtain a loan or refers the buyer to any person who may loan or arrange a loan for all or a portion of the contract price unless all of the following requirements are satisfied:

(1) The third party, if any, agrees to make the loan.

(2) The buyer agrees to accept the loan or financing.

(3) The buyer does not rescind the loan or financing transaction, within the period prescribed for rescission, pursuant to the federal Truth in Lending Act (15 U.S.C. Sec. 1601 et seq.) or Regulation Z, if applicable.

(b) Until the requirements of paragraphs (1), (2), and (3) of subdivision (a) are satisfied, it shall be unlawful for the contractor to do any of the following:

(1) Deliver any property or perform any services other than obtaining building permits or other similar services preliminary to the commencement of the home improvement for which no mechanic's lien can be claimed.

(2) Represent in any manner that the contract is enforceable or that the buyer has any obligation thereunder.

Any violation of this subdivision shall render the contract unenforceable.

(c) If the contract is unenforceable pursuant to subdivision (a) or subdivision (b), the contractor shall immediately and without condition return all money, property, and other consideration given by the buyer. If the buyer gave any property as consideration and the contractor does not or cannot return it for whatever reason, the contractor shall immediately return the fair market value of the property or its value as designated in the contract, whichever is greater. Nothing herein shall prohibit a contractor from receiving a downpayment otherwise permitted by law provided the contractor returns the downpayment as herein required if the contract is unenforceable pursuant to subdivision (a) or (b).

(d)(1) Except as provided in paragraph (2), the buyer may retain without obligation in law or equity any services or property provided pursuant to a contract that is unenforceable pursuant to subdivision (a) or subdivision (b).

(2) If the contractor has delivered any property to the buyer pursuant to a contract which is unenforceable pursuant to subdivision (a) or subdivision (b), the buyer shall make the property available to the contractor for return provided that all of the following requirements are satisfied:

(A) The property can be practically returned to the contractor without causing any damage to the buyer.

(B) The contractor, at the contractor's expense, first returns to the buyer any money, property, and other consideration taken by the contractor provided that the property is returned in the condition that it was in immediately prior to its taking. If applicable, the contractor shall also, at its expense, reinstall any property taken in the manner in which the property had been installed prior to its taking.

(C) The contractor, at the contractor's expense, picks up the property within 60 days of the execution of the contract.

(e) For the purpose of this section, "home improvement" means "home improvement" as defined in Section 7151. Goods are included within the definition notwithstanding whether they are to be attached to real property or to be so affixed to real property as to become a part thereof whether or not severable therefrom.

(f) The rights and remedies provided the buyer under this section are nonexclusive and cumulative to all other rights and remedies under other laws.

(g) Any waiver of this section shall be deemed contrary to public policy and shall be void and unenforceable. However, the buyer may waive subdivisions (a) and (b) to the extent that the contract is executed in connection with the making of emergency repairs or services that are necessary for the immediate protection of persons or real or personal property. The buyer's waiver for emergency repairs or services shall be in a dated written statement that describes the emergency, states that the contractor has informed the buyer of subdivisions (a) and (b) and that the buyer waives those provisions, and is signed by each owner of the property. Waivers made on printed forms are void and unenforceable.

17. Section 7113 of the Code 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.

COST RECOVERY, RESTITUTION AND OTHER AUTHORITY

18. Section 125.3 of the Code states, in pertinent part:

(a) Except as otherwise provided by law, in any order issued in resolution of a disciplinary proceeding before any board within the department or before the Osteopathic Medical Board, upon request of the entity bringing the proceeding, the administrative law judge may 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.

(b) In the case of a disciplined licentiate that is a corporation or a partnership, the order may be made against the licensed corporate entity or licensed partnership.

19. Government Code section 11519 states:

(a) The decision shall become effective 30 days after it is delivered or mailed to respondent unless: a reconsideration is ordered within that time, or the agency itself orders that the decision shall become effective sooner, or a stay of execution is granted.

(b) A stay of execution may be included in the decision or if not included therein may be granted by the agency at any time before the decision becomes effective. The stay of execution provided herein may be accompanied by an express condition that respondent comply with specified terms of probation provided; provided, however, that the terms of probation shall be just as reasonable in light of the findings and decision.

(c) If respondent was required to register with any public officer, a notification of any suspension or revocation shall be sent to the officer after the decision has become effective.

(d) As used in subdivision (b), specified terms of probation may include an order of restitution. 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.

(e) The person to which the agency action is directed may not be required to comply with a decision unless the person has been served with the decision in the manner provided in Section 11505 or has actual knowledge of the decision.

(f) A nonparty may not be required to comply with a decision unless the agency has made the decision available for public inspection and copying or the nonparty has actual knowledge of the decision.

(g) This section does not preclude an agency from taking immediate action to protect the public interest in accordance with Article 13 (commencing with Section 11460.10)of Chapter 4.5.

20. Section 143.5, subdivision (b), of the Code states:

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

21. Section 7095 of the Code states:

The decision 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.

22. Section 7097 of the Code states:

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

23. Section 7098 of the Code states:

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

24. Section 7102 of the Code states:

After suspension of a license upon any of the grounds set forth in this chapter [the Contractors' State License Law], the registrar may reinstate the license upon proof of compliance by the contractor with all provisions of the decision as to reinstatement or, in the absence of a decision or any provisions of reinstatement, in the sound discretion of the registrar.

After revocation of a license upon any of the grounds set forth in this chapter, the license shall not be reinstated or reissued and a license shall not be issued to any member of the personnel of the revoked licensee found to have had knowledge of or participated in the acts or omissions constituting grounds for revocation, within a minimum period of one year and a maximum period of five years after the final decision of revocation and then only on proper showing that all loss caused by the act or omission for which the license was revoked has been fully satisfied and that all conditions imposed by the decision of revocation have been complied with.

The board shall promulgate regulations covering the criteria to be considered when extending the minimum one-year period. The criteria shall give due consideration to the appropriateness of the extension of time with respect to the following factors:

(a) The gravity of the violation.

(b) The history of previous violations.

(c) Criminal convictions.

When any loss has been reduced to a monetary obligation or debt, however, the satisfaction of the monetary obligation or debt as a prerequisite for the issuance, reissuance, or reinstatement of a license shall not be required to the extent the

monetary obligation or debt was discharged in a bankruptcy proceeding. However, any nonmonetary condition not discharged in a bankruptcy proceeding shall be complied with prior to the issuance, the reissuance, or reinstatement of the license.

R.F. & E.F. - NORTH STATE STREET PROJECT

25. On or about April 26, 2016, G.T., an unregistered Home Improvement Salesperson (HIS) employed by Respondent Complete Solar met with homeowners R.F. and E.F, advertising a government program to save money on electrical bills, and obtained the homeowner's utility bills for his house on North State Street in Fresno, California. A few days later, two HIS from Respondent Complete Solar returned and represented that the homeowners could get 100% of their energy needs covered from a free program that would cost nothing. The HIS had R.F. sign his name on the HIS's cell phone, and represented that they were going to check to see if R.F. could be approved for credit and for a special incentive for "going green." The HIS requested and R.F. provided a blank check after being told that it was needed for the incentive program. Although advertising materials and a business card were provided to homeowners R.F. and E.F., no copy of any Home Improvement Contract (HIC) was provided.

26. Respondent Complete Solar later installed a solar system. Automatic payments were set up by SunPower Capital, LLC (SunPower) and the first bill reflecting this system in operation was in or around September 2016. SunPower is the lessor and owner of the solar system that was sold, designed, and installed by Respondent Complete Solar. E.F. requested a copy of the HIC and received a lease agreement from SunPower. Although E.F. did not sign any documentation, E.F's name appeared on this lease agreement with an email address that is not the email address given by the homeowners. This lease agreement dated April 29, 2016, shows monthly payments of $266.09/mo. for the first year, escalating to monthly payments of $384.21/mo. during the 20th year; with total payments of $77,195.69. No information was provided to R.F. or E.F. as to how to monitor the solar system or its energy production.

27. On or about May 16, 2018, SunPower acknowledged that the solar system is under-producing due to the design of Respondent Complete Solar and that SunPower's only option is to reimburse R.F. and E.F. for the production guarantee per the lease.

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28. On or about August 16, 2018, a CSLB Industry Expert (I.E.) performed an inspection of the North State Street solar project. The I.E. found that the system did not meet acceptable trade standards for good and workmanlike construction that would require the home owners to spend $2,070.00 to correct the defects. Specifically, the I.E. found that the installed inverters do not match the ones promised in the contract and are of different sizes. One string of the southeast array was not connected. The roof penetrations were not installed according to the manufacturer's guidelines. The roof vent was cut to allow for the installation of the solar system, but the entrance was not covered and the seal around the pipe to the flashing was broken. Roof tiles were damaged during the installation of the solar system, but they were not replaced or repaired.

FIRST CAUSE FOR DISCIPLINE

(Employing an Unregistered Home Improvement Salesperson)

29. Respondent Complete Solar is subject to disciplinary action under Code section 7154, subdivision (d), for employing unregistered Home Improvement Salespersons. The circumstances are that Respondent Complete Solar did not have any salespersons registered with the Board at the time of the contract negotiations with homeowners R.F and E.F., as alleged in paragraphs 25 through 28.

SECOND CAUSE FOR DISCIPLINE

(Home Improvement Salesperson not listed in contract)

30. Respondent Complete Solar is subject to disciplinary action under Code section 7159, subdivision (d)(2), for failing to list the names and HIS registration number for the salespersons who negotiated the contract with the homeowners, as alleged in paragraphs 25 through 28.

THIRD CAUSE FOR DISCIPLINE

(Contract Language Violations)

31. Respondent Complete Solar is subject to disciplinary action under Code section 7159 for failing to provide a Home Improvement Contract that included the disclosures and notices required by section 7159.

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FOURTH CAUSE FOR DISCIPLINE

(False, Misleading, or Deceptive Advertisements)

32. Respondent Complete Solar is subject to disciplinary action under Code section 7161, subdivision (a), for providing false, misleading, or deceptive statements and advertising as an inducement to enter into a contract for a solar system, when the HIS stated that the homeowners could get 100% of their energy needs covered from a free program that would cost nothing, and as alleged in paragraphs 25 through 28.

FIFTH CAUSE FOR DISCIPLINE

(Willful Departure from Accepted Trade Standards)

33. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (a) for a willful departure in any material respect from accepted trade standards for good and workmanlike construction, as alleged in paragraphs 25 through 28.

R.G. - TURNER ISLAND ROAD PROJECT

34. Around November 2016, Homeowner R.G. responded by telephone to a radio advertisement, in Spanish, for installation of a solar system by Guaranty Solar. R.G. was told by representatives from Guaranty Solar, who were working on behalf of Respondent Complete Solar, that by installing a solar system, his utility bills would be cut in half. Around March 2017, R.G. again contacted Guaranty Solar, whose representatives were working on behalf of Respondent Complete Solar, and told R.G. that they could install a solar system free of charge with the first year at no cost at his house on Turner Island Road in Dos Palos, California. R.G. was told that the solar system would cost $28,012.00 and they had found a bank to finance the loan, but needed his personal information to see if he could be pre-qualified or approved for the loan. R.G. was told that he would not have to pay for the first year because he would be refunded $10,000.00 to pay towards the loan and he would get back refunds that would make the second year payments of $228 per month and the third year monthly payments would be $165, for the life of the loan. R.G. stated he was not going to agree to anything unless it was put in writing. R.G. agreed to allow a technician to inspect the property, while a copy of the contract came in the mail.

35. The next day, a technician came to the Turner Island Road residence to take measurements and returned several times over the next few weeks to inspect the property. R.G. told the technician that he did not want anyone working on the property until a copy of a contract was provided, with the promised refunds and savings in writing. The technician stated that the written contract should come in a day or two, but it was not received by R.G. for numerous months.

36. On or about May 8, 2017, the solar system installation was completed, when R.G. was out of town. R.G. had still not received a copy of the signed contract. Construction services were provided at the residence prior to the time R.G. agreed to accept or rescind the loan or financing.

37. R.G. then received a call from California First, the bank that Guaranty Solar arranged R.G.'s loan with, and was given the contract price, interest payments, terms and conditions of the solar system. R.G. was then given a copy of the loan agreement with California First, and decided to cancel the loan and installation of the solar system. R.G. repeatedly asked Guaranty Solar to cancel the contract and instructed them not to come to the property. R.G. received a letter dated April 24, 2017, from Guarantee Solar with charges owed in the amount of $8,755.00 for canceling the contract.

38. Finally, R.G. received copies of two written contracts with Respondent Complete Solar: one dated March 13, 2017 and one dated April 25, 2017. These contracts are written in English and no Spanish translation was provided. R.G. speaks Spanish and does not fully comprehend English. The March 13, 2017, contract is a solar purchase and installation agreement by Respondent Complete Solar, with an electronic signature by R.G. and his wife, A.G. to install a residential solar system for $28,012.00. The April 25, 2017, contract is the same as the March 13, 2017 contract, except that R.G.'s wife and her signatures were removed from the April contract and the contract price was changed to $26,700.00.

39. On or about September 7, 2018, a CSLB I.E. performed an inspection of the Turner Island Road solar project. The I.E. found that the system did not meet acceptable trade standards for good and workmanlike construction and that R.G. would be required to spend $10,036.00 to

correct the defects. Specifically, the I.E. found that the modules installed on the rooftop do not match the components identified in the contract, with a different manufacturer, and modules with a lower power rating. The installed system does not match the system specified in the plans or the final permit that was issued by Merced County. The electrical circuit breaker that was installed is 20 amps, which does not match the plans that specified a 30-amp circuit breaker. Too many solar modules were installed that do not match the materials specified in the contract, and provide 10 less watts of energy. The field-applied labels were installed incorrectly and some are missing. At least one micro-inverter was not producing any energy and the multiconnect cell was not powered on. The roof flashing was not installed in a neat and workmanlike manner. The roof penetration for the conduit does not meet acceptable trade standards since it was installed though a cone "vent" flashing without a proper rubber seal. The array and vent pipes were not cut within the standard of the industry. The monitoring system information was not working and the energy estimate of the system was not available. There is an observable deflection of roof surface and the roof was not qualified before the solar system was installed. A structural engineer will need to be consulted to evaluate the footings and the left array roof structure.

SIXTH CAUSE FOR DISCIPLINE

(Employing an Unregistered Home Improvement Salesperson)

40. Respondent Complete Solar is subject to disciplinary action under Code section 7154, subdivision (d), for employing unregistered Home Improvement Salespersons. The circumstances are that Respondent Complete Solar did not have any salespersons registered with the Board at the time of the contract negotiations with R.G., as alleged in paragraphs 34 through 39.

SEVENTH CAUSE FOR DISCIPLINE

(Home Improvement Salesperson not listed in contract)

41. Respondent Complete Solar is subject to disciplinary action under Code section 7159, subdivision (d)(2), for failing to list the names and HIS registration number for the salespersons who negotiated the contract with the homeowners, as alleged in paragraphs 34 through 39.

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EIGHTH CAUSE FOR DISCIPLINE

(Contract Language Violations)

42. Respondent Complete Solar is subject to disciplinary action under Code section 7159 for failing to provide a Home Improvement Contract that included the disclosures and notices required by section 7159.

NINTH CAUSE FOR DISCIPLINE

(Substantial Misrepresentation/ False Promise to Induce a Person to Enter into a Contract)

43. Respondent Complete Solar is subject to disciplinary action under Code section 7161, subdivision (b), for making a substantial misrepresentation in the procurement of a contract for a home improvement and/or making a false promise of a character likely to influence, persuade or, induce any person to enter into the contract for a solar system, when representatives from Guaranty Solar, who were working on behalf of Respondent Complete Solar, told R.G. that by installing a solar system, his utility bills would be cut in half; that they could install a solar system free of charge with the first year at no cost; that he would not have to pay for the first year because he would be refunded $10,000.00 to pay towards the loan and he would get back refunds that would make the second year payments of $228 per month and the third year monthly payments would be $165, for the life of the loan, and as alleged in paragraphs 34 through 39.

TENTH CAUSE FOR DISCIPLINE

(Willful Departure from Accepted Trade Standards)

44. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (a) for a willful departure in any material respect from accepted trade standards for good and workmanlike construction, as alleged in paragraphs 34 through 39.

ELEVENTH CAUSE FOR DISCIPLINE

(Willful Disregard from the Project Plans and Specifications)

45. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (b) for a willful departure from or disregard of plans or specifications in any material respect, which is prejudicial to another, without the consent of the owner or his or her duly authorized representative and without the consent of the person entitled to have the particular

construction project or operation completed in accordance with such plans or specifications, as alleged in paragraphs 34 through 39.

TWELFTH CAUSE FOR DISCIPLINE

(Failed to Use Specified Goods or Materials as Represented)

46. Respondent Complete Solar is subject to disciplinary action under Code section 7162, subdivision (b) for the failure to install the specific goods or materials as represented in the contract, as alleged in paragraphs 34 through 39.

THIRTEENTH CAUSE FOR DISCIPLINE

(Begin Work Prior to Financing Approval)

47. Respondent Complete Solar is subject to disciplinary action under Code section 7163, for providing construction materials and performing construction services prior to the time the buyer agreed to accept the loan or financing or rescinded the loan or financing transaction, as alleged in paragraphs 34 through 39.

R.P.G. - WINCANTON ROAD PROJECT

48. Homeowner R.P.G. heard a radio commercial in Spanish for Guaranty Solar advertising the benefits of solar energy. R.P.G. contacted Guaranty Solar and representatives from Guaranty Solar stated that if R.P.G. obtained a solar system, it would reduce his energy costs at his home on Wincanton Road in Salida, California. Guaranty Solar representatives stated that R.G. could get $15,000.00 back for tax incentives and a $600.00 bonus if he purchased a solar system.

49. On or about March 14, 2017, R.P.G. entered into a contract with a sales group named Guaranty Solar, working on behalf of Respondent Complete Solar, to install a solar system in the amount of $29,929.00. This contract was written in English and no Spanish translation was provided. R.P.G. speaks Spanish and does not fully comprehend English. Guaranty Solar told R.P.G. they could help him obtain a loan with one of their financing partners and arranged a 20-year loan with Solar Mosaic, Inc. R.P.G. was told that the loan was not a lien and would not affect the property.

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50. In or about April 2017, Respondent Complete Solar installed a solar system on R.P.G.'s residence on Wincanton Road. Although the local electric company granted the permission to operate the solar system on or about September 28, 2017, no energy was produced by the system until July 2, 2018.

51. On or about November 26, 2018, a CSLB I.E. performed an inspection of the Wincanton Road project. The I.E. found that the system did not meet acceptable trade standards for good and workmanlike construction that would require R.P.G. to spend $1,895.00 to correct the defects. Specifically, the I.E. found that the field-applied markings and labeling was not suitable for the environment since the handwritten portion of the label that was filled in black marker has faded and is not readable, and thus did not have the rated ac output current and the nominal operating ac voltage listed. There is an error in the calculation of the solar system on the contract that should be 5.800 kW and not as listed as 5.880 kW. The single conductor cable hanging under the array is not secured, but hanging loose. The production logs reveal that the system had been abandoned without ongoing maintenance or support, with missing energy production report data from September 28, 2017 to July 7, 2018. The solar system is operational, but the energy estimates are incorrect and contract specification of power are incorrect. There was no observed method for the customer to monitor the actual energy generation to compare with the estimates on the contract. The login information for the Enphase monitoring system has not been provided to the customer.

52. The I.E. also observed that the solar system was not generating energy per the contract. The energy estimate provided in the March 14, 2017 contract was 9,480 kWh in the "first year." As of the date of the I.E.'s inspection on November 26, 2018, the solar production meter displayed a total of 8,229 kWh generated, after more than 18 months since installation of the solar system.

FOURTEENTH CAUSE FOR DISCIPLINE

(Employing an Unregistered Home Improvement Salesperson)

53. Respondent Complete Solar is subject to disciplinary action under Code section 7154, subdivision (d), for employing unregistered Home Improvement Salespersons. The

circumstances are that Respondent Complete Solar did not have any salespersons registered with the Board at the time of the contract negotiations with R.P.G., as alleged in paragraphs 48 through 52.

FIFTEENTH CAUSE FOR DISCIPLINE

(Contract Language Violations)

54. Respondent Complete Solar is subject to disciplinary action under Code section 7159 for failing to provide a Home Improvement Contract that included the disclosures and notices required by section 7159.

SIXTEENTH CAUSE FOR DISCIPLINE

(Willful Departure from Accepted Trade Standards)

55. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (a) for a willful departure in any material respect from accepted trade standards for good and workmanlike construction, as alleged in paragraphs 48 through 52.

SEVENTEENTH CAUSE FOR DISCIPLINE

(Departure from Plans or Specifications)

56. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (b) for a willful departure from or disregard of plans or specifications in any material respect, which is prejudicial to another, without the consent of the owner or his or her duly authorized representative and without the consent of the person entitled to have the particular construction project or operation completed in accordance with such plans or specifications, as alleged in paragraphs 48 through 52.

EIGHTEENTH CAUSE FOR DISCIPLINE

(Failed to Complete the Project for the Contract Price)

57. Respondent Complete Solar is subject to disciplinary action under Code section 7113, for the failure in a material respect to complete the construction project for the price stated in the contract, and the property owner will be required to spend a substantial sum in excess of the contract price to complete the project in accordance with the contract, as alleged in paragraphs 48 through 52.

A.L. – LAWRENCE AVENUE PROJECT

58. In or about April 2017, Homeowner A.L. heard a radio commercial in Spanish for Guarantia Solar advertising a government program that reduced the price of solar systems. A.L. contacted Guarantia Solar. Representatives from Guaranty Solar, working on behalf of Respondent Complete Solar, stated to A.L. that the solar system would cost less than $20,000, after all the deductions, and that he could get 30% of the contract price back from taxes and a $7,000.00 rebate and tax incentives.

59. On or about June 5, 2017, A.L. entered into a contract with a sales group called Guarantia Solar, working on behalf of Respondent Complete Solar, to install a solar system at his house on Lawrence Avenue in Yuba City, California. A.L. speaks Spanish and does not fully comprehend English. Guarantia Solar, also known as Guaranty Solar, arranged a 20-year loan with Solar Mosaic, Inc. No contract or financing agreement was provided to A.L. in Spanish.

60. In or about August 2017, Respondent Complete Solar installed a solar system on A.L.'s residence. Although A.L. was not present during the time the installation of the solar system took place, representatives from Respondent Complete Solar requested that A.L.'s son pretend to be A.L, because he had the same name as his father, and sign the contract for A.L., which he did. Later, when the loan company contacted A.L. to discuss the terms of the loan, A.L. learned for the first time that the solar system cost $36,936.00, which was double the contract price, and the loan period was 20 years.

61. On or about January 15, 2019, a CSLB I.E. performed an inspection of the Lawrence Avenue project. The I.E. found that the system did not meet acceptable trade standards for good and workmanlike construction that would require A.L. to spend $750 to correct the defects. Specifically, the I.E. found that the contract promised a first-year power production of 7,463 kW-h, but the I.E. calculated the actual first-year power production at 6,976 kW-h. The I.E. found that solar contractor installed three of the modules on a north orientation, rather than on a south orientation, combined with shading from nearby trees and shrubs, caused a reduction of power production. The cost to correct these deficiencies is approximately $750.00.

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NINETEENTH CAUSE FOR DISCIPLINE

(Employing an Unregistered Home Improvement Sales Person)

62. Respondent Complete Solar is subject to disciplinary action under Code section 7154, subdivision d, for employing unregistered Home Improvement Salesperson(s). The circumstances are that Respondent Complete Solar did not have any salespersons registered with the Board at the time of the contract negotiations with A.L., as alleged in paragraphs 58 through 61.

TWENTIETH CAUSE FOR DISCIPLINE

(Home Improvement Salesperson not listed in contract)

63. Respondent Complete Solar is subject to disciplinary action under Code section 7159, subdivision (d)(2), for failing to list the names and HIS registration number for the salespersons who negotiated the contract with the homeowners, as alleged in paragraphs 58 through 61.

TWENTY-FIRST CAUSE FOR DISCIPLINE

(Willful Departure from Accepted Trade Standards)

64. Respondent Complete Solar is subject to disciplinary action under Code section 7109, subdivision (a) for a willful departure in any material respect from accepted trade standards for good and workmanlike construction, as alleged in paragraphs 58 through 61.

CAUSE FOR OTHER ACTION

(Restrictions on Qualifying Individual – Respondent Aaron Vincent Wise, RME)

65. Pursuant to section 7121.5 of the Code, if license number 961988, issued to Respondent Complete Solar is revoked or suspended, Respondent Wise, as the qualifying individual, shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee during the time the discipline is imposed, whether or not he had knowledge of or participated in the acts or omissions constituting grounds for discipline as alleged in the causes for discipline, above, and any licensee which employs, elects, or associates Respondent Wise other than as a bona fide nonsupervising employee shall be subject to disciplinary action.

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(Restrictions on Officer – Respondent William James Anderson, CEO and President)

66. Pursuant to section 7121 of the Code, if license number 961988, issued to Respondent Complete Solar is revoked or suspended, Respondent Anderson shall be prohibited from serving as an officer, director, associate, partner, manager, qualifying individual, or member of the personnel of record of a licensee in that, while serving as CEO/President of Respondent Complete Solar, he had knowledge of or participated in the acts or omissions which constitute cause for discipline against Respondent Complete Solar, as alleged in the causes for discipline, above.

DISCIPLINE CONSIDERATIONS

67. To determine the degree of discipline, if any, to be imposed on Respondent Complete Solar, Complainant alleges that the following citations have been issued by the Contractors' State License Board, and that the citations have been paid, and remain uncontested, as follows:

68. On or about June 9, 2017, the Board issued Citation Number 2 2016 2875 and ordered Respondent Complete Solar to pay $750.00 in civil penalties. The circumstances are that on or about February 18, 2015, in connection with a home improvement construction project, Respondent Complete Solar violated the following sections of the Code:

a. Section 7154, subdivision (d) employed an unregistered home improvement salesperson;

69. On or about June 7, 2018, the Board issued Citation Number 2 2017 3113 and ordered Respondent Complete Solar to pay $3,5000.00 in civil penalties and $560.00 in restitution to the home owner. The circumstances are that on or about June 27, 20016, in connection with a home improvement construction project, Respondent Complete Solar violated the following sections of the Code:

a. Section 7154, subdivision (d) employed an unregistered home improvement salesperson;

b. Section 7109, subdivision (a), willfully departed in a material respect from accepted trade standards for good and workmanlike construction;

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c. Section 7109, subdivision (b), willfully disregarded the project plans and specifications in a material respect; and

d. Section 7113, failure to complete the project for the price stated in the contract.

70. On or about June 14, 2018, the Board issued Citation Number 2 2017 3141 and ordered Respondent Complete Solar to pay $2,7500.00 in civil penalties and $644.58 in restitution to the home owner. The circumstances are that on or about March 22, 2016, in connection with a home improvement construction project, Respondent Complete Solar violated the following sections of the Code:

a. Section 7154, subdivision (d) employed an unregistered home improvement salesperson;

b. Section 7109, subdivision (a), willfully departed in a material respect from accepted trade standards for good and workmanlike construction; and,

c. Section 7159,

i. subdivision (d), failed to provide written change order(s) prior to the commencement of work,

ii. subdivision (2), did not provide the HIS name or registration number,

iii. subdivision (3), did not provide the Home Improvement heading on the contract,

iv. subdivision (e), did not provide the required notices as part of the contract form,

v. subdivision (4), did not provide the required heading of 'Mechanics' Lien Warning', and the language required by law, within the contract,

vi. subdivision (5), did not provide the required notice regarding the Contractors' State License Board, and

vii. subdivision (6)(C)(iv), did not provide the required notice written in the same language as that principally used in any oral sales presentation (e.g., Spanish).

PRAYER

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

1. Ordering the revocation or suspension of Contractor's License Number 961988 issued to Complete Solar, Inc. pursuant to section 7090;

2. Ordering that Respondent Aaron Vincent Wise be prohibited from serving as an officer, director, associate, partner, or qualifying individual of a licensee pursuant to Code section 7121.5;

3. Ordering that Respondent William James Anderson be prohibited from serving as an officer, director, associate, partner, manager, qualifying individual, or member of the personnel of record of a licensee pursuant to Code section 7121;

4. Ordering the revocation or suspension of any other license for which Aaron Vincent Wise is furnishing the qualifying experience or appearance;

5. Ordering restitution of all damages suffered by E.F./R.F., R.G., R.P.G., and A.L. as a condition of probation in the event probation is ordered for Respondent Complete Solar, Inc. and/or Respondent Aaron Vincent Wise, pursuant to Government Code section 11519, subdivision (d);

6. Ordering restitution of all damages suffered as a result of Respondent Complete Solar, Inc. and/or Respondent Aaron Vincent Wise's conduct as a contractor, as a condition of restoration of license Number 961988 issued to Complete Solar, Inc.;

7. Ordering Complete Solar, Inc. and/or Respondent Aaron Vince Wise to pay the Registrar costs for the investigation and enforcement of the case according to proof at the hearing, pursuant to Code section 125.3;

8. Ordering Complete Solar, Inc. and Respondent Aaron Vince Wise to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each, pursuant to Code section 7095, and

9. Taking such other and further action deemed proper.

DATED: _____

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

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