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

In the Matter of the Accusation Against: **GREEN PLANET CONSTRUCTION INC., TAYE VAN NGUYEN, RMO [3/10/2016-6/15/2017]; EVGENI RYBAKOV, OFFICER [3/10/2016-11/1/2017]** 937 Shore Point Court, Apt. G117 Alameda, CA 94501 **Contractor's License No. 1011992, B,** Respondent, **TAYE VAN NGUYEN D.B.A. TRUE BUILDERS** 23126 Nevada Road Hayward, CA 94541 **Contractor's License No. 905867, B,** and **WNH CONSTRUCTION INC., TAYE VAN NGUYEN, RMO** 249 W. Jackson Street, #202 Hayward, CA 94544 **Contractor's License No. 1031584, B,** Affiliated Licenses.	CASE NO. N2018-276 ORDER TO ADOPT DEFAULT DECISION AS TO GREEN PLANET CONSTRUCTION INC. ONLY [Gov. Code, § 11520]

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

Contractor's License Number **1011992** issued to **GREEN PLANET CONSTRUCTION INC.** is revoked.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of the Code of Regulations, title 16, Respondent License **GREEN PLANET CONSTRUCTION INC.** Contractor's License No. **1011992**, shall not apply for reissuance or reinstatement of said license for one year(s) from the effective date of this Decision.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on December 23, 2019.

IT IS SO ORDERED November 22, 2019.

David Fogt
Registrar of Contractors

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FINDINGS OF FACT

1. On or about June 10, 2019, Accusation No. N2018-276 was filed against Green Planet Construction Inc., Taye Van Nguyen, RMO; Evgeni Rybakov, Officer (Respondent) before the Registrar of Contractors (Registrar) for the Contractors' State License Board (Board). (Accusation attached as Exhibit A.)

2. On or about March 10, 2016, the Registrar issued Contractor's License No. 1011992, B to Respondent. The Contractor's License expired on November 1, 2017, and has not been renewed. This lapse in licensure, however, pursuant to Business and Professions Code (Code) section 7106.5, does not deprive the Board of its authority to institute or continue this disciplinary proceeding.

3. On or about June 10, 2019, Respondent was served by Certified and First Class Mail copies of the Accusation No. N2018-276, Statement to Respondent, Notice of Defense, Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and 11507.7) at Respondent's address of record which, pursuant to Business and Professions Code sections 136 and/or 7083.1, is required to be reported and maintained with the Board. Respondent's address of record was and is: 937 Shore Point Court, Apt. G117; Alameda, CA 94501.

4. Service of the Accusation was effective as a matter of law under the provisions of Government Code section 11505(c) and/or Code section 124.

5. On or about June 14, 2019, through counsel, Respondent filed a Notice of Defense. However, Respondent's corporate powers, rights, and privileges in California, including the rights to engage in litigation activities and to defend against legal action, had previously been suspended pursuant to Revenue and Taxation Code section 23301, *et. seq.*

6. Despite being afforded an extended opportunity to revive Respondent's corporate powers, rights, and privileges in California, Respondent's corporate powers, rights, and privileges in California remain under Franchise Tax Board suspension with the Secretary of State. Respondent's Notice of Defense was therefore invalid, and the Notice of Defense has not been retroactively validated.

7. Government Code section 11506(c) states, in pertinent part:

> (c) The respondent shall be entitled to a hearing on the merits if the respondent files a notice of defense . . . and the notice shall be deemed a specific denial of all parts of the accusation . . . not expressly admitted. Failure to file a notice of defense . . . shall constitute a waiver of respondent's right to a hearing, but the agency in its discretion may nevertheless grant a hearing.

8. The Registrar takes official notice of the Board's records and the fact that Respondent failed to file a valid Notice of Defense within 15 days after service upon it of the Accusation, and therefore waived its right to a hearing on the merits of Accusation No. N2018-276.

9. California Government Code section 11520(a) states, in pertinent part:

> (a) If the respondent either fails to file a notice of defense . . . or to appear at the hearing, the agency may take action based upon the respondent's express admissions or upon other evidence and affidavits may be used as evidence without any notice to respondent. . . .

10. Pursuant to its authority under Government Code section 11520, the Registrar finds that Respondent is in default. The Registrar will take action without further hearing and, based on the relevant evidence contained in the Default Decision Investigatory Evidence Packet in this matter, as well as taking official notice of all the investigatory reports, exhibits and statements contained therein on file at the Board's offices regarding the allegations contained in Accusation No. N2018-276, finds that the charges and allegations in Accusation No. N2018-276 are, separately and severally, true and correct by clear and convincing evidence.

11. The Registrar finds that the actual costs for investigation and prosecution are $6,573.78 as of October 31, 2019.

12. The Registrar finds that the loss to L.A.H. caused by the acts or omissions of Respondent is $17,330.06.

DETERMINATION OF ISSUES

1. Based on the foregoing findings of fact, Respondent has subjected its Contractor's License No. 1011992, B to discipline.

2. The agency has jurisdiction to adjudicate this case by default.

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3. The Registrar is authorized to revoke Respondent's contractor's license based upon the following violations alleged in the Accusation which are supported by the evidence contained in the Default Decision Investigatory Evidence Packet in this case:

a. Violation of Code section 7159, in that Respondent's contract was deficient in form.

b. Violation of Code sections 7115 and 7191, in that Respondent's contract lacked the required language pertaining to arbitration.

c. Violation of Code section 7154(c) and/or (d), in that Respondent employed an unregistered home improvement salesperson.

d. Violation of Code section 7125.4(a), in that Respondent employed a person subject to workman's compensation coverage without maintaining coverage for that person.

e. Violation of Code sections 7115 and 7068.1, in conjunction with California Code of Regulations, title 16, section 823(b), in that Respondent's Responsible Managing Officer failed to exercise direct supervision and control over the project.

f. Violation of Code section 7109(a), in that Respondent willfully departed in a material respect from accepted trade standards.

g. Violation of Code section 7107, in that Respondent abandoned the project without legal excuse.

h. Violation of Code section 7113, in that Respondent failed to complete the project for the price stated in the contract.

i. Violation of Code sections 7115 and 7083.1, in that Respondent failed to maintain a current address on file with the Board following expiration and cancellation of Respondent's license.

4. Pursuant to Business and Professions Code section 7121.5, the qualifier of a licensee that is revoked shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee, regardless of whether the individual had knowledge of or participated in the prohibited acts or omissions for which the license was revoked, and the employment, election, or association of that individual by a licensee shall constitute grounds for disciplinary action. Pursuant to this section, Taye Van Nguyen is

prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee, and any licensee that employs, elects, or associates Taye Van Nguyen shall be subject to discipline.

5. Pursuant to its authority under California Government Code section 11520, and based on the relevant evidence before it contained in the Default Decision Investigatory Evidence Packet, the Registrar hereby finds by clear and convincing evidence that Evgeni Rybakov had knowledge of or participated in the prohibited act(s) or omission(s) that warranted the filing of Accusation No. N2018-276.

6. Pursuant to Business and Professions Code section 7121, a partner, officer, director, manager, or associate of a licensee that is revoked shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee if the partner, officer, director, manager or associate had knowledge of or participated in any of the prohibited acts for which the license was revoked, and the employment, election, or association of that individual by a licensee shall constitute grounds for disciplinary action. Pursuant to this section, Evgeni Rybakov is prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee, and any licensee that employs, elects, or associates Evgeni Rybakov shall be subject to discipline.

CONTRACTORS STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS

21689995.DOCX
DOJ Matter ID:SF2019200246

Attachment:
Exhibit A: Accusation

Exhibit A

Accusation

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In the Matter of the Accusation Against: **GREEN PLANET CONSTRUCTION INC., TAYE VAN NGUYEN, RMO [3/10/2016-6/15/2017]; EVGENI RYBAKOV, OFFICER [3/10/2016-11/1/2017]** 937 Shore Point Court, Apt. G117 Alameda, CA 94501 **Contractor's License No. 1011992, B,** Respondent, **TAYE VAN NGUYEN D.B.A. TRUE BUILDERS** 23126 Nevada Road Hayward, CA 94541 **Contractor's License No. 905867, B,** and **WNH CONSTRUCTION INC., TAYE VAN NGUYEN, RMO** 249 W. Jackson Street, #202 Hayward, CA 94544 **Contractor's License No. 1031584, B,** Affiliated Licenses.	Case No. N2018-276 **ACCUSATION**

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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 (Board), Department of Consumer Affairs.

2. On or about March 10, 2016, the Registrar of Contractors (Registrar) issued Contractor's License Number 1011992, B, to Green Planet Construction Inc., Taye Van Nguyen, RMO; Evgeni Rybakov, Officer (Respondent). Taye Van Nguyen disassociated from the license on June 15, 2017, and Evgeni Rybakov disassociated from the license on November 1, 2017. The contractor's license was cancelled while under suspension on November 1, 2017.

3. On or about October 31, 2007, the Registrar issued Contractor's License Number 905867, B, to True Builders, Taye Van Nguyen, Sole Owner (True Builders). The contractor's license will expire on October 31, 2021, unless renewed.

4. On or about October 2, 2017, the Registrar issued Contractor's License Number 1031584, B, to WNH Construction Inc., Taye Van Nguyen, RMO (WNH Construction). The contractor's license will expire on October 31, 2019, unless renewed.

JURISDICTION

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

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

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

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8. Section 118(b) of the Code 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 Code 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.

9. Section 7076.5 of the Code 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.

STATUTORY AND REGULATORY PROVISIONS

10. Section 7068.1 of the Code provides, in pertinent part, that "[t]he person qualifying on behalf of an individual or firm . . . shall be responsible for exercising that direct supervision and control of his or her employer's or principle's construction operations as is necessary to secure full compliance with this chapter and the rules and regulations of the board relating to the construction operations."

11. California Code of Regulations, title 16, section 823(b), provides: "For purposes of Section 7068.1 of the Code, 'direct supervision and control' includes any one or any combination of the following activities: supervising construction, managing construction activities by making technical and administrative decisions, checking jobs for proper workmanship, or direct supervision on construction job sites."

12. Section 7083.1 of the Code provides:

"A licensee whose license is expired or suspended, and is renewable under Section 7141, or whose license is canceled, shall notify the registrar in writing of a change of address of record within 90 days, and shall maintain a current address of record during the five-year period immediately following the expiration or cancellation of the license."

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

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14. Section 7109(a) of the Code states:

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

15. Section 7113 of the Code states that "[f]ailure in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for such construction project or operation or in any modification of such contract constitutes a cause for disciplinary action."

16. Section 7115 of the Code provides, in pertinent part, that failure in any material respect to comply with the provisions of the Contractors' State License Law (Business and Professions Code, § 7000, et seq.), or any rule or regulation adopted pursuant to this chapter, constitutes a cause for disciplinary action.

17. Section 7125.4(a) of the Code provides:

"The filing of the exemption certificate prescribed by this article that is false, or the employment of a person subject to coverage under the workers' compensation laws after the filing of an exemption certificate without first filing a Certificate of Workers' Compensation Insurance or Certification of Self-Insurance in accordance with the provisions of this article, or the employment of a person subject to coverage under the workers' compensation laws without maintaining coverage for that person, constitutes cause for disciplinary action."

18. Section 7154 of the Code provides"

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

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

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

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

19. Section 7159 of the Code states:

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

". . . .

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

". . . .

"(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 any work covered by the contract or applicable change order and, except as provided in paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of the following:

". . . .

"(10) The contract shall address the commencement of work to be performed in substantially the following form:

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

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

"(C) The approximate date on which work will be commenced.

"(11) The estimated completion date of the work shall be referenced in the contract in substantially the following form:

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

"(B) The approximate date of completion.

". . . .

"(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 'This 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.'

"(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.'

". . . .

"(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 '20-day 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 CSLBs 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.

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20. Section 7191 of the Code provides:

"(a) If a contract for work on residential property with four or fewer units contains a provision for arbitration of a dispute between the principals in the transaction, the provision shall be clearly titled 'ARBITRATION OF DISPUTES.'

"If a provision for arbitration is included in a printed contract, it shall be set out in at least 10-point roman boldface type or in contrasting red print in at least 8-point roman boldface type, and if the provision is included in a typed contract, it shall be set out in capital letters.

"(b) Immediately before the line or space provided for the parties to indicate their assent or nonassent to the arbitration provision described in subdivision (a), and immediately following that arbitration provision, the following shall appear:

"'NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.' 'WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.'

"If the above provision is included in a printed contract, it shall be set out either in at least 10-point roman boldface type or in contrasting red print in at least 8-point roman boldface type, and if the provision is included in a typed contract, it shall be set out in capital letters.

"(c) A provision for arbitration of a dispute between a principal in a contract for work on a residential property with four or fewer units that does not comply with this section may not be enforceable against any person other than the licensee.

"(d) This section does not limit the board's authority to investigate complaints or to discipline a licensee for violations of this code."

COSTS AND RESTITUTION

21. Section 125.3 of the Code provides, in pertinent part, that the Registrar may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

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

BACKGROUND

23. On or about March 18, 2017, L.A.H. entered into a contract with Respondent to perform work at L.A.H.'s house in Oakland, California. The total contract price agreed upon was $30,200.00, and the work to be done included a master bath remodel, kitchen countertop work, and flooring.

24. There were some deficiencies with Respondent's written contract.

25. Sofiane "Sam" Chekroun negotiated and entered the contract on behalf of Respondent. Mr. Chekroun also ran the project on behalf of Respondent. Mr. Chekroun was not an officer on Respondent's license and was not licensed as a home improvement salesperson. Nor did Respondent ever notify the Registrar that Mr. Chekroun was a home improvement salesperson working for Respondent.

26. Mr. Chekroun was not licensed as a contractor independently. Respondent utilized Mr. Chekroun on the project as well as other employees. Nonetheless, Respondent did not have workers' compensation insurance after April 3, 2017, despite the fact that the work on the project continued until July.

27. During the Board's investigation, Taye Van Nguyen (the RMO at the time of the project) stated that he did not know about the project and never saw it. Evgeni Rybakov, who was the CEO/President of Respondent at the time of the project, acknowledged that he knew about the project. Mr. Chekroun, who negotiated the contract with L.A.H., stated that he oversaw the project and was generally paid by Respondent on a commission basis for projects that he completed.

28. Toward the end of the project, L.A.H. raised a concern about the work with Mr. Chekroun. There were several workmanship problems.

29. Respondent then abandoned the project.

30. Following cancellation of the license on November 1, 2017, Respondent failed to maintain a current address of record on file with the Board for five years.

FIRST CAUSE FOR DISCIPLINE

(Contract Deficiencies)

31. Respondent is subject to disciplinary action under Code section 7159, in that Respondent's contract was deficient, as follows:

32. Respondent violated subdivision 7159(d)(10), in that the contract listed no approximate commencement date.

33. Respondent violated subdivision 7159(d)(11), in that the contract listed no approximate completion date.

34. Respondent violated subdivision 7159(e)(1), in that the contract did not contain or attach the required notice regarding general liability coverage.

35. Respondent violated subdivision 7159(e)(2), in that the contract did not contain or attach the required notice regarding workers' compensation insurance.

36. Respondent violated subdivision 7159(e)(4), in that the contract did not contain or attach the required notice regarding mechanics' liens.

37. Respondent violated subdivision 7159(e)(5), in that the contract did not contain or attach the required notice regarding the Contractors' State License Board.

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SECOND CAUSE FOR DISCIPLINE

(Arbitration of Disputes Clause)

38. Respondent is subject to disciplinary action under Code sections 7115 and 7191, in that Respondent's contract did not contain the required "Arbitration of Disputes" heading, typeface size, style, or color, and/or notification language.

THIRD CAUSE FOR DISCIPLINE

(Unregistered Home Improvement Salesperson)

39. Respondent is subject to disciplinary action under Code section 7154(c) and/or (d), in that Respondent utilized Mr. Chekroun as a home improvement salesperson, but Mr. Chekroun was not registered as a home improvement salesperson, nor did Respondent notify the Registrar that Mr. Chekroun was working for Respondent as a home improvement salesperson.

FOURTH CAUSE FOR DISCIPLINE

(Workers' Compensation Insurance)

40. Respondent is subject to disciplinary action under Code section 7125.4(a), in that Respondent filed a false workers' compensation insurance certificate, employed a person subject to workers' compensation coverage without first filing a Certificate of Workers' Compensation Insurance or Certification of Self-Insurance, and/or employed a person subject to coverage without maintaining coverage for that person.

FIFTH CAUSE FOR DISCIPLINE

(Direct Supervision and Control)

41. Respondent is subject to disciplinary action under Code sections 7115 and 7068.1, in conjunction with California Code of Regulations, title 16, section 823(b), in that Respondent's RMO failed to exercise direct supervision and control over the project.

SIXTH CAUSE FOR DISCIPLINE

(Violation of Trade Standards)

42. Respondent is subject to disciplinary action under Code section 7109(a), in that Respondent willfully departed in a material respect from accepted trade standards for good and workmanlike construction. Specifically:

43. With regard to Respondent's work on the kitchen countertop and splash: Respondent (1) failed to adhere and fill the countertop seam; (2) failed to lay out in advance the backsplash tile cuts, so as to avoid small pieces; (3) failed to uniformly fill grout joints, maintain consistency in grout joints, and remove overfilled grout; and (4) failed to install a flexible, color-match, sanded grout at the countertop-to-tile joint.

44. Respondent failed to install a matching tile base with the new tile floor in the kitchen, hall, and laundry.

45. Respondent failed to install transition strips at three doorways adjacent to the new tile floor.

46. Respondent failed to install a privacy latch and guide for the new pocket door in the master bath.

47. With regard to Respondent's work on the master bath vanity tile backsplash: Respondent (1) failed to cut tile edges to be square and neat; (2) failed to align the grout joints uniformly; and (3) failed to ensure that the shadow lines and other discolorations not telegraph through the glass tile.

48. With regard to Respondent's work on the master bath base tile: Respondent (1) failed to maintain uniform grout joint width and grout fill; and (2) failed to maintain tile face alignment within 1/32".

49. With regard to Respondent's work on the master bath shower tile and adjacent toilet: Respondent (1) failed to center the toilet in the space provided; (2) failed to maintain tile lippage within a maximum deviation of 1/32"; (3) failed to make uniform grout joint widths within 1/32" deviation; (4) failed to uniformly fill grout joints; and (5) failed to install the tiled shower pan with a consistent and uniform slope of 1/4" per foot to the drain.

50. Respondent failed to install the shower head slide bar in plumb fashion in the master bath.

51. Respondent failed to repair nail head "pops" and small drywall cracks in the master bath.

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52. With regard to Respondent's painting in the master bath: Respondent (1) failed to maintain uniform paint sheen; (2) failed to remove brush marks; and (3) failed to repaint repaired areas.

SEVENTH CAUSE FOR DISCIPLINE

(Abandonment)

53. Respondent is subject to disciplinary action under Code section 7107, in that Respondent abandoned the project without legal excuse.

EIGHTH CAUSE FOR DISCIPLINE

(Failure to Complete)

54. Respondent is subject to disciplinary action under Code section 7113 in that Respondent failed to complete the project for the price stated in the contract or any modification thereof.

NINTH CAUSE FOR DISCIPLINE

(Mailing Address)

55. Respondent is subject to disciplinary action under Code sections 7115 and 7083.1, in that Respondent failed to maintain a current address with the Board during the five-year period following the expiration or cancellation of the license.

OTHER MATTERS

56. 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."

57. Evgeni Rybakov, while serving as an officer of Respondent, had knowledge of or participated in the acts or omissions which constitute cause for discipline against Respondent.

58. Pursuant to Section 7121 of the Code, if discipline is imposed on Respondent's contractor's license, Evgeni Rybakov shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or associates Evgeni Rybakov shall be subject to disciplinary action.

59. 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."

60. Pursuant to Section 7121.5 of the Code, if discipline is imposed on Respondent's contractor's license, Taye Van Nguyen shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of any licensee during the time the discipline is imposed, whether or not he had knowledge or participated in the acts or omissions constituting grounds for discipline, and any licensee which employs, elects, or associates Taye Van Nguyen shall be subject to disciplinary action.

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61. Pursuant to section 7122 and 7122.5 of the Code, the causes for discipline established as to Respondent likewise constitute cause for discipline against True Builders and WNH Construction, regardless of whether Taye Van Nguyen had knowledge of or participated in the acts or omissions that constituted cause for discipline against Respondent.

62. Section 7095 of the Code provides, in pertinent part, that the Registrar in making his order may:

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

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

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

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 Number 1011992, B, issued to Green Planet Construction Inc. (Respondent);

2. Prohibiting Taye Van Nguyen from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license Number 1011992, B, issued to Respondent;

3. Prohibiting Evgeni Rybakov from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license Number 1011992, B, issued to Respondent;

4. Revoking or suspending any other license for which Taye Van Nguyen is furnishing the qualifying experience or appearance;

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5. Ordering restitution of all damages according to proof suffered by L.A.H., as a condition of probation in the event probation is ordered;

6. Ordering restitution of all damages suffered by L.A.H. as a result of Respondent's conduct as a contractor, as a condition of restoration of license Number 1011992, B, issued to Respondent;

7. Ordering Respondent 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;

8. Ordering Respondent to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

9. Taking such other and further action as is deemed necessary and proper.

DATED: 6/10/19

FILED
JUN 10 2019
CSLB DSS

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

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