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

In the Matter of the Accusation Against:

MILESTONE DESIGN & DEVELOPMENT INC.
15233 Ventura Blvd., #425
Sherman Oaks, CA 91403
MAURICE JOSEPH ABIKZER;
RMO/CEO/PRES
JACK JOE TAYLOR; RMO (6/25/15 – 3/22/16)
ZACHARY STPEHAN HOLLAND
RMO (5/13/16 – 11/1/17)
ZACHI BIGALEIZN RMO (1/16/18 – 1/7/19)

Contractor's License No. 982639, B

ZACHARY STEPHAN HOLLAND,
DBA ZACHARY HOLLAND
3249 Overland Ave. #2
Los Angeles, CA 90034

Contractor's License No. 791362, B

JACK JOE TAYLOR,
DBA J & J TAYLOR GENERAL
BUILDING CONTRACTORS
5328 Brighton Drive
Riverside, CA 92504

Contractor's License No. 767925, B, C-8

Respondents.

CASE NO. N2018-448

ORDER TO ADOPT
STIPULATED SETTLEMENT

(As to Milestone Design & Development Inc.; Maurice Joseph Abikzer, RMO/CEO/PRES Only)

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter. The failure to comply with any of the terms and conditions as set forth in the provisions of probation will be deemed a violation of probation.

IT IS FURTHER ORDERED that **MILESTONE DESIGN & DEVELOPMENT INC**, License Number **982639**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of $30,000.00, for a period of not less than four years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that respondent shall pay the investigative costs in the amount of $ 6,000.00. Monthly payments are to be made in the amount of $ 260.00 commencing the first full month after the effective date of this decision.

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

This Decision shall become effective on April 6, 2020.

IT IS SO ORDERED March 6, 2020.

David Fogt
Registrar of Contractors

XAVIER BECERRA
Attorney General of California
SHAWN P. COOK
Supervising Deputy Attorney General
WILLIAM D. GARDNER
Deputy Attorney General
State Bar No. 244817
300 So. Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 269-6292
Facsimile: (916) 731-2126
Attorneys for Complainant

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5328 Brighton Drive
Riverside, CA 92504

Contractor's License No. 767295, B, C-8

Respondents.

Case No. N2018-448

STIPULATED SETTLEMENT AND DISCIPLINARY ORDER

(*As to Milestone Design & Development Inc.; Maurice Joseph Abikzer, RMO/CEO/PRES Only*)

IT IS HEREBY STIPULATED AND AGREED by and between the parties to this Stipulated Settlement that the following matters are true:

PARTIES

1. Wood Robinson (Complainant) is the Enforcement Supervisor I of the Contractors State License Board (Registrar). He brought this action solely in his official capacity and is represented in this matter by Xavier Becerra, Attorney General of the State of California, by William D. Gardner, Deputy Attorney General.

2. Respondent Milestone Design & Development Inc., Maurice Joseph Abikzer RMO/CEO/PRES, ("Respondent") is represented in this proceeding by attorney Seth Weinstein, whose address is 15260 Ventura Blvd. Suite 1200, Sherman Oaks, CA 91403.

3. On or about April 11, 2013, the Registrar of Contractors (Registrar) issued Contractor's License Number 982639, classification B (general building contractor), to Respondent. The Contractor's License was in full force and effect at all times relevant to the charges alleged in Accusation No. N2018-448 and will expire on April 30, 2021, unless renewed.

JURISDICTION

4. Accusation No. N2018-448 was filed before the Registrar, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on November 15, 2019. Respondent timely filed its Notice of Defense contesting the Accusation.

5. A copy of Accusation No. N2018-448 is attached as Exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. N2018-448. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine

the witnesses against him; the right to present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

9. Respondent understands and agrees that the charges and allegations in Accusation No. N2018-448, if proven at a hearing, constitute cause for imposing discipline upon its Contractor's License.

10. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation, and that Respondent hereby gives up its right to contest those charges.

11. Respondent agrees that its Contractor's License is subject to discipline and it agrees to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

RESERVATION

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

CONTINGENCY

13. This stipulation shall be subject to approval by the Registrar of Contractors or the Registrar's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Contractors' State License Board may communicate directly with the Registrar regarding this stipulation and settlement, without notice to or participation by Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that it may not withdraw its agreement or seek to rescind the stipulation prior to the time the Registrar considers and acts

upon it. If the Registrar fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Registrar shall not be disqualified from further action by having considered this matter.

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

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Contractor's License No. 982639, classification B, issued to Respondent Milestone Design & Development Inc.; Maurice Joseph Abikzer, RMO/CEO /PRES (Respondent) is revoked. However, the revocation is stayed and Respondent's Contractor's License, previously placed on probation for a period of four (4) years, effective December 5, 2018, shall be subject to two (2) additional years of probation, which shall be served consecutive to the probation Respondent is currently serving. Throughout the entirety of the consecutively served probationary periods, Respondent shall remain subject to all terms and conditions of probation set forth in the prior disciplinary action entitled "*In the Matter of the Accusation Against Milestone Design & Development Inc. et al*"., Case No. N2016-171, attached hereto as Exhibit B, and shall also be subject to the following additional term and conditions:

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1. **COST RECOVERY** – In addition to any remaining costs owed by Respondent related to the prior disciplinary action entitled "*In the Matter of the Accusation Against Milestone Design & Development Inc. et al*"., Case No. N2016-171, Respondent is hereby ordered to reimburse the Board the additional amount of $6,000.00 for costs associated with the investigation and enforcement of this matter. Respondent shall be permitted to pay these costs in a payment plan approved by the Board, with all payments to be completed no later than six months prior to the end of the probationary period.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney Seth Weinstein. I understand the stipulation and the effect it will have on Milestone Design & Development Inc.'s Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order, on behalf of Milestone Design & Development Inc., voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Registrar of Contractors, Contractors State License Board.

DATED: 2/19/2020

MAURICE JOSEPH ABIKZER, RMO/CEO/PRES,
MILESTONE DESIGN & DEVELOPMENT INC.
Respondent

I have read and fully discussed with Maurice Joseph Abikzer, president and chief executive officer of Respondent Milestone Design & Development Inc., the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 02-19-2020

SETH WEINSTEIN
Attorney for Respondent

ENDORSEMENT

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

DATED: 2/19/2020

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
SHAWN P. COOK
Supervising Deputy Attorney General

WILLIAM D. GARDNER
Deputy Attorney General
Attorneys for Complainant

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