

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

In the Matter of the Accusation Against:

**ANTON FRANK CHAMBERLAIN, DBA
ANTON CHAMBERLAIN**
1446 Taupin Court
Folsom, CA 95630

Contractor's License No. 1019256

Respondent.

CASE NO. N2018-454

**ORDER TO ADOPT
DEFAULT DECISION**

[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 **1019256** issued to **ANTON FRANK CHAMBERLAIN DBA ANTON CHAMBERLAIN** 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 **ANTON FRANK CHAMBERLAIN DBA ANTON CHAMBERLAIN** Contractor's License No. **1019256**, shall not apply for reissuance or reinstatement of said license for five 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 January 10, 2020.

IT IS SO ORDERED December 10, 2019.



David Fogt
Registrar of Contractors

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

In the Matter of the Accusation Against:	Case No. N2018-454
ANTON FRANK CHAMBERLAIN DBA ANTON CHAMBERLAIN 1446 Taupin Court Folsom, CA 95630	DEFAULT DECISION
Contractor's License No. 1019256	[Gov. Code, §11520]
Respondent.	

FINDINGS OF FACT

1. On or about September 19, 2019, Accusation No. N2018-454 was filed against Anton Frank Chamberlain dba Anton Chamberlain (“Respondent”) before the Registrar of Contractors (Registrar) for the Contractors' State License Board (“Board”). (Accusation attached as **Exhibit A.**)
2. On or about October 12, 2016, the Registrar issued Contractor's License No. 1019256 to Respondent. The Contractor's License expired on October 31, 2018, and has not been renewed. This lapse in licensure, however, pursuant to Business and Professions Code section

1 7106.5 does not deprive the Registrar of his authority to institute or continue this disciplinary
2 proceeding.

3 3. On or about October 16, 2019, Respondent was served by Certified and First Class
4 Mail copies of the Accusation No. N2018-454, Statement to Respondent, Notice of Defense,
5 Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6,
6 and 11507.7) at Respondent's address of record which, pursuant to Business and Professions
7 Code section 136, is required to be reported and maintained with the Board. Respondent's
8 address of record was and is:

9 1446 Taupin Court
10 Folsom, CA 95630.

11 4. Service of the Accusation was effective as a matter of law under the provisions of
12 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
13 124.

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

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

20 6. The Registrar takes official notice of the Board's records and the fact that Respondent
21 failed to file a Notice of Defense within 15 days after service upon him of the Accusation, and
22 therefore waived his right to a hearing on the merits of Accusation No. N2018-454.

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

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

28 8. Pursuant to its authority under Government Code section 11520, the Registrar finds
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

1 therein on file at the Board's offices regarding the allegations contained in Accusation No.
2 N2018-454, finds that the charges and allegations in Accusation No. N2018-454, are separately
3 and severally, found to be true and correct by clear and convincing evidence.

4 9. The Registrar finds that the actual costs for investigation and prosecution are
5 \$13,162.51, as of November 12, 2019.

6 10. The Registrar finds that the loss to T.W. and O.W. caused by the acts or omissions of
7 Respondent is \$14,960.00.

8 11. The Registrar finds that the loss to A.H. caused by the acts or omissions of
9 Respondent is \$5,630.00.

10 12. The Registrar finds that the loss to C.D. caused by the acts or omissions of
11 Respondent is \$34,458.00.

12 13. The Registrar finds that the loss to B.R. caused by the acts or omissions of
13 Respondent is \$6,938.62.

14 14. The Registrar finds that the loss to D.V. caused by the acts or omissions of
15 Respondent is \$5,096.00.

16 15. The Registrar finds that the loss to P.M. and L.M. caused by the acts or omissions of
17 Respondent is \$19,693.24.

18 **DETERMINATION OF ISSUES**

19 1. Based on the foregoing findings of fact, Respondent Anton Frank Chamberlain dba
20 Anton Chamberlain has subjected his Contractor's License No. 1019256 to discipline.

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

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

25 a. Business and Professions Code section 7107: Abandonment.

26 b. Business and Professions Code section 7109, subdivision (a): Willfully
27 Departing in a Material Respect from Good and Workmanlike Construction.

28 c. Business and Professions Code section 7109, subdivision (b): Disregard of

1 4. Pursuant to Business and Professions Code section 7121, the performance by an
2 individual, partnership, corporation, limited liability company, firm, or association of an act or
3 omission constituting a cause for disciplinary action constitutes a cause for disciplinary action
4 against a licensee who at the time that the act or omission occurred was the qualifying individual
5 of that individual, partnership, corporation, limited liability company, firm, or association,
6 whether or not he or she had knowledge of or participated in the prohibited act or omission.
7 Therefore, pursuant to section 7122.5, Anton Frank Chamberlain is subject to discipline
8 regardless of whether or not he had knowledge of or participated in the act(s) or omissions(s) in
9 Accusation No. N2018-454.

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13 CONTRACTORS' STATE LICENSE BOARD
14 DEPARTMENT OF CONSUMER AFFAIRS

13 14269907.DOCX
14 DOJ Matter ID:SA2019102735

14 Attachment:
15 Exhibit A: Accusation

Exhibit A

Accusation

1 XAVIER BECERRA
Attorney General of California
2 DAVID E. BRICE
Supervising Deputy Attorney General
3 SUMMER D. HARO
Deputy Attorney General
4 State Bar No. 245482
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 210-7510
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

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9 **BEFORE THE**
10 **REGISTRAR OF CONTRACTORS**
11 **CONTRACTORS STATE LICENSE BOARD**
12 **DEPARTMENT OF CONSUMER AFFAIRS**
13 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. N2018-454

14 **ANTON FRANK CHAMBERLAIN,**
15 **DBA ANTON CHAMBERLAIN**
1446 Taupin Court
Folsom, CA 95630

ACCUSATION

16 Contractor's License No. 1019256, C27

17 Respondent.

18
19 **PARTIES**

20 1. Wood Robinson ("Complainant") brings this Accusation solely in his official capacity
21 as the Enforcement Supervisor I of the Contractors State License Board ("Board"), Department of
22 Consumer Affairs.

23 2. On or about October 12, 2016, the Registrar of Contractors ("Registrar") issued
24 Contractor's License Number 1019256, classification C27 (landscaping) to Anton Frank
25 Chamberlain, doing business as Anton Chamberlain ("Respondent"). On or about October 31,
26 2018, the Contractor's License expired under suspension as set forth below and has not been
27 renewed.

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<u>Suspension Date</u>	<u>Violation</u>	<u>Status</u>
09/09/2017	Code of Civil Procedure section 996.340 (no contractor's bond)	Reinstated 09/25/2017
09/27/2017	Business and Professions Code ("Code") section 7125.2 (failure to maintain workers' compensation insurance)	Reinstated 12/01/2017
10/14/2018	Code section 7071.17 (unsatisfied final judgment)	Suspension Still in Effect
10/20/2018	Code of Civil Procedure section 996.340 (no contractor's bond)	Expired under suspension 10/31/2018
05/13/2019	Code section 7071.11 (unsatisfied claim in excess of bond)	Suspension Still in Effect
05/30/2019	Code section 7071.11 (unsatisfied claim in excess of bond)	Suspension Still in Effect

JURISDICTION

3. 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.

4. 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.

5. 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.

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.

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1 7. Section 7106.5 of the Code states:

2 The expiration, cancellation, forfeiture, revocation, or suspension of a license
3 by operation of law or by order or decision of the registrar or a court of law, or the
4 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.

5 8. Section 7121 of the Code states:

6 A person who has been denied a license for a reason other than failure to
7 document sufficient satisfactory experience for a supplemental classification for an
8 existing license, or who has had his or her license revoked, or whose license is under
9 suspension, or who has failed to renew his or her license while it was under
10 suspension, or who has been a partner, officer, director, manager, or associate of any
11 partnership, corporation, limited liability company, firm, or association whose
12 application for a license has been denied for a reason other than failure to document
13 sufficient satisfactory experience for a supplemental classification for an existing
14 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.

15 **STATUTORY PROVISIONS**

16 9. Section 7107 of the Code states, "Abandonment without legal excuse of any
17 construction project or operation engaged in or undertaken by the licensee as a contractor
18 constitutes a cause for disciplinary action."

19 10. Section 7108.5 of the Code states, in pertinent part:

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

25 (b) Any violation of this section shall constitute a cause for disciplinary action
26 and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent
of the amount due per month for every month that payment is not made. . . .

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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.

12. Section 7110 of the Code provides, in pertinent part, that willful or deliberate disregard and violation of the building laws of the state, or of any political subdivision thereof constitutes a cause for disciplinary action.

13. Section 7113 of the Code states, in relevant part:

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.

14. Code section 7117.6 states, "Acting in the capacity of a contractor in a classification other than that currently held by the licensee constitutes a cause for disciplinary action."

15. Section 7117 of the Code states:

Acting in the capacity of a contractor under any license issued hereunder except: (a) in the name of the licensee as set forth upon the license, or (b) in accordance with the personnel of the licensee as set forth in the application for such license, or as later changed as provided in this chapter, constitutes a cause for disciplinary action.

16. Section 7120 of the Code states:

Willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys, when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient funds therefor as payment for the particular construction work, project, or operation for which the services or materials were rendered or purchased constitutes a cause for disciplinary action, as does the false denial of any such amount due or the validity of the claim thereof with intent to secure for himself, his employer, or other person, any discount upon such indebtedness or with intent to hinder, delay, or defraud the person to whom such indebtedness is due.

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1 17. Section 7125.4, subdivision (a), of the Codes states:

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

9 18. Section 7154, subdivision (d), of the Code states:

10 A home improvement contractor who employs a person to sell home
11 improvement contracts while that person is not registered by the registrar as a home
12 improvement salesperson as provided in this article, is subject to disciplinary action
13 by the registrar.

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

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

19

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

24 (b) For purposes of this section, "home improvement contract" means an
25 agreement, whether oral or written, or contained in one or more documents, between
26 a contractor and an owner or between a contractor and a tenant, regardless of the
27 number of residence or dwelling units contained in the building in which the tenant
28 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:

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1 (3)
2 (A) Before any work is started, the contractor shall give the buyer a copy of the
3 contract signed and dated by both the contractor and the buyer. The buyer's receipt
4 of the copy of the contract initiates the buyer's rights to cancel the contract pursuant
5 to Sections 1689.5 to 1689.14, inclusive, of the Civil Code.

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

8 (i) The date the buyer signed the contract.

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

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

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

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

26 (d) A home improvement contract and any changes to the contract shall be in
27 writing and signed by the parties to the contract prior to the commencement of work
28 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.

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

3 (7) The heading: "Description of the Project and Description of the Significant
4 Materials to be Used and Equipment to be Installed," followed by a description of the
5 project and a description of the significant materials to be used and equipment to be
6 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.

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

9 (A) The heading: "Downpayment."

10 (B) A space where the actual downpayment appears.

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

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

13 (9) If payments, other than the downpayment, are to be made before the project
14 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
15 statement as specified in subparagraph (C):

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

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

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

21 "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
22 each phase, along with the amount of each proposed progress payment. IT IS
AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR
23 WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET
DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A
24 DOWNPAYMENT."

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

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

27 (B) The heading: "Approximate Start Date."
28

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

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

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

5 (B) The approximate date of completion.

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

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

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

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

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

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

27 (B) "(The name on the license or 'This contractor') carries commercial general
28 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 'This 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."

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

3 (3) A notice that provides the buyer with the following information about the
4 performance of extra or change-order work:

5 (A) A statement that the buyer may not require a contractor to perform extra or
6 change-order work without providing written authorization prior to the
7 commencement of work covered by the new change order.

8 (B) A statement informing the buyer that extra work or a change order is not
9 enforceable against a buyer unless the change order also identifies all of the
10 following in writing prior to the commencement of work covered by the new change
11 order:

12 (i) The scope of work encompassed by the order.

13 (ii) The amount to be added or subtracted from the contract.

14 (iii) The effect the order will make in the progress payments or the completion
15 date.

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

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

21 "MECHANICS LIEN WARNING:

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

26 Even if you pay your contractor in full, unpaid subcontractors, suppliers, and
27 laborers who helped to improve your property may record mechanics liens and sue
28 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.

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

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

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

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

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

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

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

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

27 For more information:

28 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.

///

1 (B) "Three-Day Right to Cancel

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

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

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

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

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

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

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

28 (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.

///

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

4 If you cancel, you must make available to the seller at your residence, in
5 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.

6 If you do make the goods available to the seller and the seller does not pick
7 them up within 20 days of the date of your notice of cancellation, you may retain or
8 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."

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

12 (Date)

13 _____
(Buyer's signature)

14
15 20. Section 7159.5 of the Code provides, in pertinent part:

16 This section applies to all home improvement contracts, as defined in Section
17 7151.2, between an owner or tenant and a contractor, whether a general contractor or
a specialty contractor, that is licensed or subject to be licensed pursuant to this
18 chapter with regard to the transaction.

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

21
22 (3) If a downpayment will be charged, the downpayment may not exceed one
thousand dollars (\$1,000) or 10 percent of the contract amount, whichever is less.

23
24 (5) Except for a downpayment, the contractor may neither request nor accept
25 payment that exceeds the value of the work performed or material delivered. . . .

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COST RECOVERY, RESTITUTION AND OTHER AUTHORITY

21. Section 125.3, subdivision (a) of the Code states:

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. . . .

22. 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.

23. 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

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1 require its licensee or licensees to pay any additional sums to the benefit of any
2 plaintiff in the civil action.

3 24. Section 7095 of the Code states:

4 The decision may:

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

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

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

13 25. Section 7097 of the Code states:

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

21 26. Section 7098 of the Code states:

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

27 27. Section 7102 of the Code states:

28 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.

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

- 5 (a) The gravity of the violation.
6 (b) The history of previous violations.
7 (c) Criminal convictions.

8 When any loss has been reduced to a monetary obligation or debt, however, the
9 satisfaction of the monetary obligation or debt as a prerequisite for the issuance,
10 reissuance, or reinstatement of a license shall not be required to the extent the
11 monetary obligation or debt was discharged in a bankruptcy proceeding. However,
12 any nonmonetary condition not discharged in a bankruptcy proceeding shall be
13 complied with prior to the issuance, the reissuance, or reinstatement of the license.

14 FACTUAL ALLEGATIONS

15 T.W. PROJECT

16 28. On or about February 10, 2018, T.W. and/or O.W. entered into a written contract with
17 Respondent to complete a landscaping project in the backyard of their residence located in
18 Sacramento, California. The contract included the preparation for and installation of a paver
19 patio, a natural gas glass top fire pit framed by a 10' x 6' seated wall with a 2.5' redwood back,
20 an artificial turf dog run bordered by rock or gravel, paving stones, an irrigation system, an
21 electrical installation to include nine outdoor lights, two custom wrought iron privacy trellises, the
22 installation of planting beds with a weed barrier, and the installation of plants by sizes and type
23 specified by T.W. and/or O.W., for \$23,680 total (the "T.W. Project"). Respondent started work
24 on the T.W. Project on or about February 15, 2018.

25 29. T.W. paid Respondent \$23,680 total for work on the project by check on or about
26 February 12, 2018 (for \$1,000), and February 15, 2018 (for \$10,000); and, by credit card on or
27 about February 24, 2018 (for \$12,680).

28 30. On or about April 4, 2018, T.W. received a Preliminary Notice from Imperial
Sprinkler Supply that Respondent did not pay for materials provided to Respondent for the T.W.
Project, subjecting T.W. to a lien on his property if unpaid. On or about June 1, 2018, T.W. paid
by check the total due to Imperial Sprinkler Supply, \$838.35.

///

1 31. In or around August 2018, T.W contracted with BG Plumbing to correct work
2 performed by Respondent on the T.W. Project that did not meet accepted trade standards for good
3 and workmanlike construction. On or about August 30, 2018, BG Plumbing provided T.W. with
4 an invoice for \$2,497, to obtain a permit for the installation of the gas line to the fire pit, and labor
5 and materials to install the gas line with a tracer wire to the fire pit. T.W. paid BG Plumbing for
6 work on the project by check on or about September 15, 2018 (for \$1,248.50), and September 18,
7 2018 (for \$1,248.50). Respondent's workmanship deviated from accepted trade standards in that
8 Respondent failed to:

- 9 a. Obtain a permit.
- 10 b. Install a gas line with a tracer wire.

11 32. In or around November 2018, The Paver Company contracted with T.W. to complete
12 or correct work performed by Respondent on the T.W. Project that did not meet accepted trade
13 standards for good and workmanlike construction. On or about November 20, 2108, The Paver
14 Company provided T.W. with a *Certificate of Completion* that included the excavation and
15 disposal of existing pavers, base, sand and soil, and the installation of structural geotextile fabric,
16 grade and the compaction of new aggregate base rock, at a total cost of \$10,860, which was paid
17 with proceeds from a loan obtained by T.W.

- 18 a. Respondent abandoned the project in that Respondent failed to:
 - 19 i. Install a fabric weed barrier in the flower beds.
 - 20 ii. Complete the outdoor electrical installation and install two more outdoor
21 lights.

22 b. Respondent's workmanship deviated from accepted trade standards in that
23 Respondent failed to:

- 24 i. Grade the patio area in a manner that allowed for proper drainage;
- 25 ii. Install a proper base for the paver patio.

26 33. On or about February 14, 2019, an industry expert retained by the Board inspected the
27 T.W. project. On or about February 25, 2019, the expert found that Respondent did not perform
28 work according to plans and specifications. Specifically, the contract specified a 10' x 6' seating

1 wall with a custom back made out of redwood and stained. Respondent constructed a 12' x 8'
2 seating wall without a back. The expert estimated that it would cost approximately \$5,500 to
3 correct and complete the work.

4 34. Respondent failed to perform work on the T.W. Project according to plans and
5 specifications, in that Respondent:

- 6 a. Failed to provide custom iron trellises as specified in the contract.
- 7 b. Failed to provide plants of T.W.'s choice.

8 35. T.W. paid a total of \$37,875.35 to or on behalf of Respondent for the T.W. Project.
9 On or about March 6, 2019, T.W. received a bond payout in the amount of \$4,735.35.

10 36. In the course of the Registrar's investigation, Respondent admitted that he employed
11 at least one other person for the T.W. Project and was aware that he had a workers' compensation
12 exemption on file at the time. T.W. observed that Respondent had a number of persons working
13 on the project. On his own admission, Respondent abandoned the T.W. Project in that he failed
14 to:

- 15 a. Install the fire pit glass.
- 16 b. Install all of the plants and trees as specified in the contract.

17 37. Respondent's contract with T.W. displayed the namestyle "Cypress Grove
18 Landscapes".

19 **FIRST CAUSE FOR DISCIPLINE**

20 **(Abandonment)**

21 38. Respondent subjected his license to disciplinary action under Code section 7107, in
22 that Respondent abandoned the T.W. project without legal excuse. The circumstances are more
23 particularly set forth in paragraphs 32, subparagraph a, and 36, subparagraphs a and b, above, and
24 are incorporated here by reference.

25 **SECOND CAUSE FOR DISCIPLINE**

26 **(Willfully Departing in a Material Respect from Good and Workmanlike Construction)**

27 39. Respondent subjected his license to disciplinary action under Code section 7109,
28 subdivision (a), in that Respondent's work on the T.W. Project departed from accepted trade

1 standards. The circumstances are more particularly set forth in paragraphs 31, subparagraphs a
2 and b, and 32, subparagraph b, above, and are incorporated here by reference.

3 **THIRD CAUSE FOR DISCIPLINE**

4 **(Disregard of Plans or Specifications)**

5 40. Respondent subjected his license to discipline pursuant to Code section 7109,
6 subdivision (b), in that on the T.W. Project, Respondent willfully departed from or disregarded
7 the plans and specifications, with prejudice to another, without the consent of T.W., the person
8 entitled to have the project completed in accordance with such plans or specifications. The
9 circumstances are more particularly set forth in paragraphs 33, and 34, subparagraphs a and b,
10 above, and are incorporated here by reference.

11 **FOURTH CAUSE FOR DISCIPLINE**

12 **(Failure to Correct a Material Defect Resulting in Increased Financial Injury)**

13 41. Respondent subjected his license to disciplinary action under Code section 7113 in
14 that on the T.W. Project, Respondent failed in a material respect to complete the project for the
15 price stated in the contract, which will require T.W. to spend substantial sums over the total
16 contract price to complete it. The circumstances are more particularly set forth in paragraphs 28
17 through 36, above, and are incorporated here by reference.

18 **FIFTH CAUSE FOR DISCIPLINE**

19 **(Violation of Building Laws)**

20 42. Respondent subjected his license to disciplinary action pursuant to Code section
21 7110, in that Respondent willfully or deliberately disregarded and violated building laws of the
22 state or of a political subdivision. Specifically, Respondent performed work on the T.W. Project
23 when a permit had not been obtained, in violation of 2016 California Code of Regulations,
24 title 24, section 105.1, adopted by Sacramento City Code, section 15.04.050. The circumstances
25 are more particularly set forth in paragraph 31, subparagraph a, above, and are incorporated here
26 by reference.

27 ///

28 ///

1 SIXTH CAUSE FOR DISCIPLINE

2 (Failure to Maintain Workers Compensation Insurance)

3 43. Respondent subjected his license to disciplinary action under Code section 7125.4,
4 subdivision (a), in that on the T.W. Project, he failed to maintain workers' compensation
5 insurance coverage for his employees. The circumstances are more particularly set forth in
6 paragraph 36, above, and are incorporated here by reference.

7 SEVENTH CAUSE FOR DISCIPLINE

8 (Failure to Pay for Materials and Services)

9 44. Respondent subjected his license to disciplinary action under Code section 7120, in
10 that Respondent failed to pay \$838.35 to Imperial Sprinkler Supply Inc. for materials for the T.W.
11 Project despite receiving sufficient funds therefor. The circumstances are more particularly set
12 forth in paragraph 30, above, and are incorporated here by reference.

13 EIGHTH CAUSE FOR DISCIPLINE

14 (Working Out of Name Style)

15 45. Respondent subjected his license to disciplinary action under Code section 7117, in
16 that on the T.W. Project Respondent acted in the capacity of a contractor using the unlicensed
17 name style "Cypress Grove Landscapes", and "Cypress Grove Landscapes Inc.", when his
18 licensed name style at the time was "Anton Chamberlain", doing business as "Chamberlain
19 Anton." The circumstances are more particularly set forth in paragraph 37, above, and are
20 incorporated here by reference.

21 NINTH CAUSE OF DISCIPLINE

22 (Contract Violations)

23 46. Respondent subjected his license to disciplinary action under Code section 7159,
24 subdivision (a)(5), in that on the T.W. Project, Respondent failed to comply with provisions of
25 Code section 7159, as follows:

26 a. Subdivision (c)(3)(A): Respondent failed to give T.W. a copy of the contract signed
27 and dated by T.W. and Respondent.

28 ///

1 b. **Subdivision (c)(3)(B)(i)**: Respondent failed to include on the first page of the
2 contract the date the buyer signed the contract.

3 c. **Subdivision (c)(4)**: Respondent failed to include on the contract the statement that,
4 upon payment made for work performed, prior to any further payment being made, the contractor
5 shall furnish a full and unconditional release from any potential lien claimant claim or mechanics
6 lien for the work for which payment was made.

7 d. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
8 that the owner or tenant has the right to require the contractor to have a performance and payment
9 bond.

10 e. **Subdivision (d)(1)**: Respondent failed to include on the contract his contractor name.

11 f. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
12 Improvement".

13 g. **Subdivision (d)(4)**: Respondent failed to include on the contract the statement that
14 the party signing the contract is entitled to a copy.

15 h. **Subdivision (d)(9)(A)(B)(C)**: Respondent failed to include on the contract the
16 heading "Schedule of Progress Payments", followed by a schedule of progress payments and a
17 statement that it is unlawful for a contractor to collect payment for work not yet completed or
18 materials not yet delivered.

19 i. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
20 describes what constitutes substantial commencement of work under the contract.

21 j. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
22 "Approximate Start Date."

23 k. **Subdivision (d)(10)(C)**: Respondent failed to include on the contract the approximate
24 date on which work was to commence.

25 l. **Subdivision (d)(11)(A)**: Respondent failed to include on the contract the heading,
26 "Approximate Completion Date."

27 m. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
28 date of completion.

1 n. **Subdivision (d)(12)**: Respondent failed to include on the contract the heading, "List
2 of Documents to be Incorporated into the Contract," followed by the list of documents
3 incorporated therein.

4 o. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
5 notice concerning commercial general liability insurance or a relevant statement as to the type of
6 liability insurance Respondent possessed.

7 p. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
8 notice concerning workers' compensation insurance.

9 q. **Subdivision (e)(3)(A) and (B)**: Respondent failed to include on the contract the
10 notice that provides the buyer with information about the performance of extra or change-order
11 work.

12 r. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
13 a Mechanic's Lien or the language required therefor.

14 s. **Subdivision (e)(6)(A), (B), and (C)**: Respondent failed to provide on the contract the
15 notice regarding the owner's three-day right to cancel the contract.

16 **L.F. PROJECT**

17 47. On or about March 16, 2018, Respondent provided an estimate to L.F. for a landscape
18 project at her residence located in Sacramento, California. On or about March 20, 2018, L.F.
19 entered into a written contract with Respondent to grade, trench, and remove debris; and, install a
20 block wall, pavers, an irrigation system, boulders, LED lighting, road base, decomposed granite, a
21 concrete border, a lattice fence, plants, sod, and soil (the "L.F. Project") for \$17,995. Respondent
22 started work on the L.F. Project on or about April 27, 2018.

23 48. On or about May 18, 2018, L.F. and Respondent entered into a written change order
24 for the installation of turf instead of sod, additional square footage for pavers, a custom arbor,
25 additional bond beam, and additional costs for road base, and bender board for \$13,185,
26 increasing the total contract amount to \$31,180.

27 49. L.F. terminated Respondent on or about June 15, 2018.

28 ///

1 50. In the course of the Registrar's investigation, Respondent admitted that he employed
2 at least one other for the L.F. Project and was aware that he had a workers' compensation
3 exemption on file at the time. L.F. observed that Respondent had a number of persons working
4 on the project.

5 51. The estimate Respondent submitted to L.F. displayed the namestyle "Cypress Grove
6 Landscapes". Respondent's contract with L.F. displayed the namestyle "Cypress Grove
7 Landscapes Inc."

8 TENTH CAUSE FOR DISCIPLINE

9 (Working Out of Name Style)

10 52. Respondent subjected his license to disciplinary action under Code section 7117, in
11 that on the L.F. Project Respondent acted in the capacity of a contractor using the unlicensed
12 name style "Cypress Grove Landscapes", and "Cypress Grove Landscapes Inc.", when his
13 licensed name style at the time was "Anton Chamberlain", doing business as "Chamberlain
14 Anton." The circumstances are more particularly set forth in paragraph 51, above, and are
15 incorporated here by reference.

16 ELEVENTH CAUSE FOR DISCIPLINE

17 (Failure to Maintain Workers Compensation Insurance)

18 53. Respondent subjected his license to disciplinary action under Code section 7125.4,
19 subdivision (a), in that on the L.F. Project, he failed to maintain workers' compensation insurance
20 coverage for his employees. The circumstances are more particularly set forth in paragraph 50,
21 above, and are incorporated here by reference.

22 TWELFTH CAUSE OF DISCIPLINE

23 (Contract Violations)

24 54. Respondent subjected his license to disciplinary action under Code
25 section 7159(a)(5), in that on the L.F. Project, Respondent failed to comply with provisions of
26 Code section 7159, as follows:

27 a. Subdivision (c)(3)(B)(i): Respondent failed to include on the first page of the
28 contract the date the buyer signed the contract.

1 b. **Subdivision (c)(4)**: Respondent failed to include on the contract the statement that,
2 upon payment made for work performed, prior to any further payment being made, the contractor
3 shall furnish a full and unconditional release from any potential lien claimant claim or mechanics
4 lien for the work for which payment was made.

5 c. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
6 that the owner or tenant has the right to require the contractor to have a performance and payment
7 bond.

8 d. **Subdivision (d)(1)**: Respondent failed to include on the contract his contractor name

9 e. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
10 Improvement".

11 f. **Subdivision (d)(6)**: Respondent failed to include on the contract the heading
12 "Finance Charge," followed by the amount in dollars and cents.

13 g. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
14 describes what constitutes substantial commencement of work under the contract.

15 h. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
16 "Approximate Start Date."

17 i. **Subdivision (d)(11)(A)**: Respondent failed to include on the contract the heading,
18 "Approximate Completion Date."

19 j. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
20 date of completion.

21 k. **Subdivision (d)(12)**: Respondent failed to include on the contract the heading, "List
22 of Documents to be Incorporated into the Contract," followed by the list of documents
23 incorporated therein.

24 l. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
25 notice concerning commercial general liability insurance or a relevant statement as to the type of
26 liability insurance Respondent possessed.

27 m. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
28 notice concerning workers' compensation insurance.

1 n. Subdivision (e)(3)(A) and (B): Respondent failed to include on the contract the
2 notice that provides the buyer with information about the performance of extra or change-order
3 work.

4 o. Subdivision (e)(4): Respondent failed to include on the contract the notice regarding
5 a Mechanic's Lien or the language required therefor.

6 p. Subdivision (e)(6)(A), (B), and (C): Respondent failed to provide on the contract the
7 notice regarding the owner's three-day right to cancel the contract.

8 **A.H. PROJECT**

9 55. On or about May 16, 2018, Respondent provided A.H. with an estimate for a
10 landscaping project at her residence located in Sacramento, California. On or about May 31,
11 2018, A.H. entered into a written contract with Respondent for grading, trenching, and debris
12 removal; and, the installation of a water feature, irrigation, drainage, contouring, electrical to the
13 water feature and arbor, weed fabric, a concrete mow strip, a concrete pad for a shed, rock,
14 cobblestone flagstone, pavers, plants and soil for a total cost of \$26,970 (the "A.H. Project").
15 Respondent started work on the A.H. Project on or about May 31, 2018.

16 56. On or about June 7, 2018, A.H. and Respondent entered into a written change order
17 for the installation of additional flagstone and the additional cost of lumber, for a total of \$2,050.
18 On or about June 26, 2018, A.H. and Respondent entered into another written change order for
19 nine landscape lights, a 150 watt transformer with Bluetooth and wireless connectivity, additional
20 filtration devices for a pondless waterfall, two 3' x 6' x 24" and two 9' x 4' x 24" redwood garden
21 boxes, and one 4' x 4' x 36" corner box, for a total of \$4,850. The contract total, including the
22 change orders, was \$33,870.

23 57. A.H. paid Respondent \$30,400 total for work on the project by credit card on May 31,
24 2018 (for \$1,000), by check on or about June 4, 2018 (for \$7,500), June 7, 2018 (for \$8,550),
25 June 15, 2018 (for \$6,500), and June 26, 2018 (for \$2,000); and, \$4,850 through a loan.

26 58. Respondent ceased work on the project on or about June 28, 2018.

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28 ///

1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Willfully Departing in a Material Respect from Good and Workmanlike Construction)**

3 63. Respondent subjected his license to disciplinary action under Code section 7109,
4 subdivision (a), in that Respondent's work on the A.H. Project departed from accepted trade
5 standards. The circumstances are more particularly set forth in paragraph 59, subparagraph b,
6 above, and are incorporated here by reference.

7 **FIFTEENTH CAUSE FOR DISCIPLINE**

8 **(Failure to Correct a Material Defect Resulting in Increased Financial Injury)**

9 64. Respondent subjected his license to disciplinary action under Code section 7113 in
10 that on the A.H. Project, Respondent failed in a material respect to complete the project for the
11 price stated in the contract, which will require A.H. to spend substantial sums over the total
12 contract price to complete it. The circumstances are more particularly set forth in paragraphs 55
13 through 59, above, and are incorporated here by reference.

14 **SIXTEENTH CAUSE FOR DISCIPLINE**

15 **(Working Out of Name Style)**

16 65. Respondent subjected his license to disciplinary action under Code section 7117, in
17 that on the A.H. Project, Respondent acted in the capacity of a contractor using the unlicensed
18 name style "Cypress Grove Landscapes", and "Cypress Grove Landscapes Inc.", when his
19 licensed name style at the time was "Anton Chamberlain", doing business as "Chamberlain
20 Anton." The circumstances are more particularly set forth in paragraph 61, above, and are
21 incorporated here by reference.

22 **SEVENTEENTH CAUSE FOR DISCIPLINE**

23 **(Failure to Maintain Workers Compensation Insurance)**

24 66. Respondent subjected his license to disciplinary action under Code section 7125.4,
25 subdivision (a), in that on the A.H. Project, he failed to maintain workers' compensation
26 insurance coverage for his employees. The circumstances are more particularly set forth in
27 paragraph 60, above, and are incorporated here by reference.

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1 **EIGHTEENTH CAUSE OF DISCIPLINE**

2 **(Contract Violations)**

3 67. Respondent subjected his license to disciplinary action under Code
4 section 7159(a)(5), in that on the A.H. Project, Respondent failed to comply with provisions of
5 Code section 7159, as follows:

6 a. **Subdivision (c)(3)(B)(1)**: Respondent failed to include on the first page of the
7 contract the date the buyer signed the contract.

8 b. **Subdivision (c)(4)**: Respondent failed to include on the contract the statement that,
9 upon payment made for work performed, prior to any further payment being made, the
10 contractor shall furnish a full and unconditional release from any potential lien claimant claim or
11 mechanics lien for the work for which payment was made.

12 c. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
13 that the owner or tenant has the right to require the contractor to have a performance and
14 payment bond.

15 d. **Subdivision (d)(1)**: Respondent failed to include on the contract his contractor name.

16 e. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
17 Improvement".

18 f. **Subdivision (d)(6)**: Respondent failed to include on the contract the heading
19 "Finance Charge," followed by the amount in dollars and cents.

20 g. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
21 describes what constitutes substantial commencement of work under the contract.

22 h. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
23 "Approximate Start Date."

24 i. **Subdivision (d)(11)(A)**: Respondent failed to include on the contract the heading,
25 "Approximate Completion Date."

26 j. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
27 date of completion.

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1 k. **Subdivision (d)(12)**: Respondent failed to include on the contract the heading, "List
2 of Documents to be Incorporated into the Contract," followed by the list of documents
3 incorporated therein.

4 l. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
5 notice concerning commercial general liability insurance or a relevant statement as to the type of
6 liability insurance Respondent possessed.

7 m. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
8 notice concerning workers' compensation insurance.

9 n. **Subdivision (e)(3)(A) and (B)**: Respondent failed to include on the contract the
10 notice that provides the buyer with information about the performance of extra or change-order
11 work.

12 o. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
13 a Mechanic's Lien or the language required therefor.

14 p. **Subdivision (e)(6)(A), (B), and (C)**: Respondent failed to provide on the contract the
15 notice regarding the owner's three-day right to cancel the contract.

16 C.D. PROJECT

17 68. On or about July 14, 2018, C.D. contracted with Respondent to remove and replace
18 existing sod with artificial grass, replaster a swimming pool, and replace the swimming pool
19 drain, piping, and gutters and connect them to the front yard piping at her residence located in
20 Carmichael, California, for a total cost of \$30,000 (the "C.D. Project"). C.D. paid to Respondent
21 a down payment of \$3,258.50 that same day. On July 18, 2018, C.D. paid Respondent an
22 additional \$10,000. Respondent started work on the C.D. Project on or about July 20, 2018.

23 69. C.D. paid Respondent \$13,258.50 for work on the project by check on or about
24 July 14, 2018 (for \$3,258.50), and July 18, 2018 (for \$10,000). GreenSky Financing financed the
25 project. Respondent charged \$55,000 total to C.D.'s GreenSky account without C.D.'s knowledge
26 or approval, which charges are in dispute.

27 70. On or about September 6, 2018, Respondent subcontracted with J & F Pool Plastering
28 Inc. (J & F) to pump out and plaster C.D.'s pool, and remove the coping, spa dam wall and steps,

1 for \$7,206. J & F pumped out the pool, stripped two coats of plaster, and removed the spa dam
2 wall and steps, for which Respondent was billed but never paid. On or about October 18, 2018,
3 J & F. accepted a \$3,000 check from C.D. for work performed on the C.D. Project.

4 71. In or around October 2018, C.D. contracted with Pool Time Pool Service Inc. to strip
5 out and replaster the pool, replumb, and run the drainage line outside the pool area. C.D. paid
6 Pool Time a total of \$24,200 for work completed on the project by check on or about October 18,
7 2018 (for \$1,000), November 5, 2018 (for \$4,000), November 6, 2018 (for \$8,000), November
8 26, 2018 (for \$4,200), and December 3, 2018 (for \$7,000). Respondent abandoned the T.W.
9 Project in that he failed to:

- 10 a. Strip the plaster from and replaster the pool.
- 11 b. Replumb the pool.
- 12 c. Run the drainage line outside the pool area to the front yard.

13 72. On or about February 14, 2019, an industry expert retained by the Board inspected the
14 C.D. project. On or about February 25, 2019, the expert found that Respondent abandoned the
15 C.D. Project in that he failed to install artificial turf. The expert estimated that it would cost
16 approximately \$21,000 to correct and complete the work.

17 73. C.D. observed that Respondent had a number of persons working on the project.

18 **NINETEENTH CAUSE FOR DISCIPLINE**

19 **(Abandonment)**

20 74. Respondent subjected his license to disciplinary action under Code section 7107, in
21 that Respondent abandoned the C.D. project without legal excuse. The circumstances are more
22 particularly set forth in paragraphs 71, subparagraphs a, b, and c, and 72, above, and are
23 incorporated here by reference.

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1 **TWENTIETH CAUSE FOR DISCIPLINE**

2 **(Failure to Correct a Material Defect Resulting in Increased Financial Injury)**

3 75. Respondent subjected his license to disciplinary action under Code section 7113 in
4 that on the C.D. Project, Respondent failed in a material respect to complete the project for the
5 price stated in the contract, which will require C.D. to spend substantial sums over the total
6 contract price to complete it. The circumstances are more particularly set forth in paragraphs 68
7 through 72, above, and are incorporated here by reference.

8 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

9 **(Failure to Maintain Workers Compensation Insurance)**

10 76. Respondent subjected his license to disciplinary action under Code section 7125.4,
11 subdivision (a), in that on the C.D. Project, he failed to maintain workers' compensation
12 insurance coverage for his employees. The circumstances are more particularly set forth in
13 paragraph 73, above, and are incorporated here by reference.

14 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

15 **(Failure to Pay for Materials and Services)**

16 77. Respondent subjected his license to disciplinary action under Code section 7120
17 and/or 7108.5(b) in conjunction with 7108.5(a), in that Respondent failed to pay \$3,000 to J. & F.
18 Pool Plastering Inc. for work it performed on the C.D. Project despite Respondent having
19 received sufficient funds therefor. The circumstances are more particularly set forth in
20 paragraph 70, above, and are incorporated here by reference.

21 **TWENTY-THIRD CAUSE FOR DISCIPLINE**

22 **(Excessive Down Payment/Payment in Excess of Value of Work Performed)**

23 78. Respondent subjected his license to disciplinary action under Code section 7159.5, in
24 that on the C.D. project, as more particularly set forth in paragraphs 68 through 72 above,
25 incorporated here by reference, in that Respondent did the following:

26 a. Respondent demanded and received down payment in excess of \$1,000 or 10% of the
27 contract amount, whichever is less; and/or,

28 b. Respondent received payment in excess of the value of work performed.

1 **B.R. PROJECT**

2 79. On or about July 13, 2018, Jimmy Sutton, an unregistered home improvement
3 salesperson acting on Respondent's behalf, provided to B.R. an estimate for a landscape project at
4 her residence located in Sacramento, California. The following day, Jimmy Sutton, on
5 Respondent's behalf, entered into a written contract with B.R. for grading and the installation of
6 redwood fencing, a drip valve, a weed barrier, bark, plants, top soil, a 4' x 4' area of sod,
7 drainage, and crushed gravel; and, to transplant a cactus and relocate river rock (the "B.R.
8 Project"), for \$7,880. Respondent started work on the B.R. Project on or about July 14, 2018.

9 80. On or about September 11, 2018, B.R. entered into a written change order with
10 Respondent to transplant four rose bushes, move rock to a new location, move Mexican pebble to
11 outer edge of the pool, provide additional plantings and rock, brace the fence, add a 2" x 6" top
12 plate and 1" x 4" trim between fence sections; and, install 20' of 4.5' fencing with a custom gate,
13 steel post brackets, and lattice for \$5,105. On or about September 18, 2018, B.R. and Respondent
14 entered into another change order for additional plantings for \$350. The total contract price was
15 \$13,335.

16 81. Respondent ceased work on the project on or about September 17, 2018.

17 82. B.R. paid Respondent \$11,985 total for work on the project by check on or about
18 July 16, 2018 (for \$1,875), July 23, 2018 (for \$5,005), and September 13, 2018 (for \$5,105). On a
19 date uncertain in 2019, B.R. received a bond payout in the amount of \$1,811.38.

20 83. On or about February 14, 2019, an industry expert retained by the Board inspected the
21 B.R. project. The expert estimated that it would cost approximately \$10,100 to correct and
22 complete the work. On or about February 26, 2019, the expert found that:

23 a. Respondent abandoned the B.R. Project in that he failed to:

24 i. Install sod.

25 ii. Install fencing in designated areas.

26 iii. Install all of the plants.

27 iv. Install any drainage work.

28 v. Install weed barrier over the entire graded area.

- 1 v. Place rock topdressing in the planter beds.
- 2 b. Respondent's workmanship deviated from accepted trade standards in that
- 3 Respondent failed to:
- 4 i. Install a drip irrigation system sufficient for the plantings.
- 5 ii. Install fencing in a straight manner, without bowing, with panels tightly
- 6 attached, with vertical boards attached at the seams, and with 4" x 6" pressure treated posts at a
- 7 depth sufficient for the weight of the fence.
- 8 iii. Install weed barrier properly.

9 84. Respondent admitted that he employed at least two others for the B.R. Project and

10 was aware that he had a workers' compensation exemption on file at the time. B.R. observed that

11 Respondent had a number of persons working on the project.

12 85. The estimate Respondent submitted to B.R. displayed the namestyle "Cypress Grove

13 Landscapes". Respondent's contract and September 11, 2018, change order with B.R. displayed

14 the namestyle "Cypress Grove Landscapes Inc.". Respondent's September 18, 2018, change

15 order with B.R. displayed the namestyle "Chamberlain Landscaping LLC".

16 **TWENTY-FOURTH CAUSE FOR DISCIPLINE**

17 **(Abandonment)**

18 86. Respondent subjected his license to disciplinary action under Code section 7107, in

19 that Respondent abandoned the B.R. project without legal excuse. The circumstances are more

20 particularly set forth in paragraph 83, subparagraph a, above, and are incorporated here by

21 reference.

22 **TWENTY-FIFTH CAUSE FOR DISCIPLINE**

23 **(Willfully Departing in a Material Respect from Good and Workmanlike Construction)**

24 87. Respondent subjected his license to disciplinary action under Code section 7109,

25 subdivision (a), in that Respondent's work on the B.R. Project departed from accepted trade

26 standards. The circumstances are more particularly set forth in paragraph 83, subparagraph b,

27 above, and are incorporated here by reference.

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1 of Documents to be Incorporated into the Contract," followed by the list of documents
2 incorporated therein.

3 l. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
4 notice concerning commercial general liability insurance or a relevant statement as to the type of
5 liability insurance Respondent possessed.

6 m. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
7 notice concerning workers' compensation insurance.

8 n. **Subdivision (e)(3)(A) and (B)**: Respondent failed to include on the contract the
9 notice that provides the buyer with information about the performance of extra or change-order
10 work.

11 o. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
12 a Mechanic's Lien or the language required therefor.

13 p. **Subdivision (e)(6)(A), (B), and (C)**: Respondent failed to provide on the contract the
14 notice regarding the owner's three-day right to cancel the contract.

15 D.V. PROJECT

16 93. On or about August 19, 2018, D.V. entered into a written contract with Jimmy Sutton,
17 an unregistered home improvement salesperson on Respondent's behalf, to complete a
18 landscaping project at her residence located in Sacramento, California, to remove and replace
19 existing fencing with 6' dog-eared fencing for \$3,050 ("D.V. Project"). Respondent asked for,
20 and received, a \$1,000 downpayment. Respondent started work on the D.V. Project on or about
21 September 7, 2018.

22 94. Respondent ceased work on the project on or about September 14, 2018.

23 95. On or about February 14, 2019, an industry expert retained by the Board inspected the
24 D.V. project. The expert estimated that it would cost approximately \$4,750 to correct and
25 complete the work. On or about February 25, 2019, the expert found that Respondent abandoned
26 the D.V. Project in that he failed to demolish and replace the existing fence.

27 96. D.V. paid Respondent \$2,300 total for work on the project by check on or about
28 August 19, 2018 (for \$1,000), and September 11, 2018 (for \$1,300). The Superior Court of

1 California, Sacramento County, Small Claims Division, entered judgment in D.V.'s favor on or
2 about December 14, 2018, in *Velasquez v. Chamberlain*, Case No. 18SC04093, in the amount of
3 \$2,906. On a date uncertain in 2019, D.V. received a bond payout in the amount of \$722.

4 97. D.V. observed that Respondent had a number of persons working on the project.

5 98. Respondent's contract with B.R. displayed the namestyle "Cypress Grove Landscapes
6 Inc."

7 **THIRTY-FIRST CAUSE FOR DISCIPLINE**

8 **(Abandonment)**

9 99. Respondent subjected his license to disciplinary action under Code section 7107, in
10 that Respondent abandoned the D.V. Project without legal excuse. The circumstances are more
11 particularly set forth in paragraph 94, above, and are incorporated here by reference.

12 **THIRTY-SECOND CAUSE FOR DISCIPLINE**

13 **(Failure to Correct a Material Defect Resulting in Increased Financial Injury)**

14 100. Respondent subjected his license to disciplinary action under Code section 7113 in
15 that on the D.V. Project, Respondent failed in a material respect to complete the project for the
16 price stated in the contract, which will require D.V. to spend substantial sums over the total
17 contract price to complete it. The circumstances are more particularly set forth in paragraphs 93
18 through 96, above, and are incorporated here by reference.

19 **THIRTY-THIRD CAUSE FOR DISCIPLINE**

20 **(Failure to Maintain Workers Compensation Insurance)**

21 101. Respondent subjected his license to disciplinary action under Code section 7125.4,
22 subdivision (a), in that on the D.V. Project, he failed to maintain workers' compensation
23 insurance coverage for his employees. The circumstances are more particularly set forth in
24 paragraph 97, above, and are incorporated here by reference.

25 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

26 **(Working Out of Name Style)**

27 102. Respondent subjected his license to disciplinary action under Code section 7117, in
28 that on the D.V. Project, Respondent acted in the capacity of a contractor using the unlicensed

1 name style "Cypress Grove Landscapes Inc.", when his licensed name style at the time was
2 "Anton Chamberlain", doing business as "Chamberlain Anton." The circumstances are more
3 particularly set forth in paragraph 98, above, and are incorporated here by reference.

4 **THIRTY-FIFTH CAUSE FOR DISCIPLINE**

5 **(Employment of an Unregistered Home Improvement Salesperson)**

6 103. Respondent subjected his contractor's license to disciplinary action under Code
7 section 7154, subdivision (d), in that on the D.V. Project, Respondent employed James Sutton to
8 sell a home improvement contract to D.V. when James Sutton was not registered with the Board
9 as a Home Improvement Salesperson. The circumstances are more particularly set forth in
10 paragraph 93, above, and are incorporated here by reference.

11 **THIRTY-SIXTH CAUSE OF DISCIPLINE**

12 **(Contract Violations)**

13 104. Respondent subjected his license to disciplinary action under Code
14 section 7159(a)(5), in that on the D.V. Project, Respondent failed to comply with provisions of
15 Code section 7159, as follows:

16 a. **Subdivision (c)(3)(B)(i)**: Respondent failed to include on the first page of the
17 contract the date the buyer signed the contract.

18 b. **Subdivision (c)(4)**: Respondent failed to include on the contract the statement that,
19 upon payment made for work performed, prior to any further payment being made, the contractor
20 shall furnish a full and unconditional release from any potential lien claimant claim or mechanics
21 lien for the work for which payment was made.

22 c. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
23 that the owner or tenant has the right to require the contractor to have a performance and payment
24 bond.

25 d. **Subdivision (d)(1)**: Respondent failed to include on the contract his contractor name.

26 e. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
27 Improvement".

28 f. **Subdivision (d)(6)**: Respondent failed to include on the contract the heading

1 "Finance Charge," followed by the amount in dollars and cents.

2 g. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
3 describes what constitutes substantial commencement of work under the contract.

4 h. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
5 "Approximate Start Date."

6 i. **Subdivision (d)(11)(A)**: Respondent failed to include on the contract the heading,
7 "Approximate Completion Date."

8 j. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
9 date of completion.

10 k. **Subdivision (d)(12)**: Respondent failed to include on the contract the heading, "List
11 of Documents to be Incorporated into the Contract," followed by the list of documents
12 incorporated therein.

13 l. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
14 notice concerning commercial general liability insurance or a relevant statement as to the type of
15 liability insurance Respondent possessed.

16 m. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
17 notice concerning workers' compensation insurance.

18 n. **Subdivision (e)(3)(A) and (B)**: Respondent failed to include on the contract the
19 notice that provides the buyer with information about the performance of extra or change-order
20 work.

21 o. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
22 a Mechanic's Lien or the language required therefor.

23 p. **Subdivision (e)(6)(A), (B), and (C)**: Respondent failed to provide on the contract the
24 notice regarding the owner's three-day right to cancel the contract.

25 **P.M. PROJECT**

26 105. On or about June 2, 2018, L.M. entered into a written contract with Respondent to
27 complete a landscaping project at L.M. and P.M.'s residence located in Carmichael, California, to
28 include grading, installing sod in the front and back yards, installing irrigation in the front and

1 back yards, concrete stairs, a concrete pad, curved walls for seating, bender board, plants, and
2 decorative rock for a total cost of \$16,905 (the "P.M. Project").

3 106. On or about June 18, 2018, P.M. obtained a loan from YGreene in the amount of
4 \$22,000. On or about June 22, 2018, YGreene, disbursed to Respondent \$22,000 total. On a date
5 or dates uncertain, L.M. and/or P.M. and Respondent entered into one or more verbal change
6 orders for the installation of irrigation timers, painting the house exterior, installing outdoor
7 lighting with a transformer, and planting three Sterling roses in the front yard, for a total of
8 \$5,095. The contract total, including the change order, was \$22,000, which YGreene had already
9 disbursed to Respondent.

10 107. Respondent started work on the P.M. Project on or about June 14, 2018, and ceased
11 work on the project on or about July 12, 2018.

12 108. On or about February 14, 2019, an industry expert retained by the Board inspected the
13 P.M. project. The expert estimated that it would cost approximately \$20,300 to correct and
14 complete the work. On or about February 27, 2019, the expert found that:

- 15 a. Respondent abandoned the P.M. Project in that he failed to:
- 16 i. Install the front and back yard irrigation timers.
 - 17 ii. Paint the front of the house exterior.
 - 18 iii. Install the front and back yard outdoor lighting.
 - 19 iv. Install three Sterling Rose bushes.
- 20 b. Respondent's workmanship deviated from accepted trade standards in that
- 21 Respondent failed to:
- 22 i. Grade the entire lot in a manner that allowed for proper drainage.
 - 23 ii. Install an irrigation system that provided full coverage for the front and
24 back lawns.
 - 25 iii. Install an irrigation system with all the required components and with
26 components that did not leak.
 - 27 iv. Install weed barrier cloth in all planter beds.
 - 28 v. Properly slope stamped concrete for drainage.

- 1 vi. Install stamped concrete without footprints and scratches.
2 vii. Install stamped concrete of a consistent color.
3 viii. Install the front driveway pad and steps with a proper slope.
4 ix. Install front steps of correct dimensions.
5 x. Install a straight concrete walkway of consistent width.
6 xi. Provide a proper finish on the concrete walkway and steps.
7 xii. Mortar the paver wall.
8 c. Respondent failed to perform work on the P.M. Project according to plans and
9 specifications, in that he failed to install three 15-gallon shrubs as specified in the contract.

10 109. Respondent admitted that he employed at least two others for the P.M. Project. L.M.
11 observed that Respondent had a number of persons working on the project.

12 110. Respondent's contract with P.M. displayed the namestyle "Cypress Grove
13 Landscapes". Respondent's e-mail included the namestyle "Cypress Grove Landscapes, and
14 "Chamberlain Landscaping and Maintenance".

15 **THIRTY-SEVENTH CAUSE FOR DISCIPLINE**

16 **(Abandonment)**

17 111. Respondent subjected his license to disciplinary action under Code section 7107, in
18 that Respondent abandoned the P.M. project without legal excuse. The circumstances are more
19 particularly set forth in paragraph 108, subparagraph a, above, and are incorporated here by
20 reference.

21 **THIRTY-EIGHTH CAUSE FOR DISCIPLINE**

22 **(Willfully Departing in a Material Respect from Good and Workmanlike Construction)**

23 112. Respondent subjected his license to disciplinary action under Code section 7109,
24 subdivision (a), in that Respondent's work on the P.M. Project departed from accepted trade
25 standards. The circumstances are more particularly set forth in paragraph 108, subparagraph b,
26 above, and are incorporated here by reference.

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1 **THIRTY-NINTH CAUSE FOR DISCIPLINE**

2 **(Disregard of Plans or Specifications)**

3 113. Respondent subjected his license to discipline pursuant to Code section 7109,
4 subdivision (b), in that on the P.M. Project, Respondent willfully departed from or disregarded
5 the plans and specifications, with prejudice to another, without the consent of P.M., the person
6 entitled to have the project completed in accordance with such plans or specifications. The
7 circumstances are more particularly set forth in paragraph 108, subparagraph c, above, and are
8 incorporated here by reference.

9 **FORTIETH CAUSE FOR DISCIPLINE**

10 **(Failure to Correct a Material Defect Resulting in Increased Financial Injury)**

11 114. Respondent subjected his license to disciplinary action under Code section 7113 in
12 that on the P.M. Project, Respondent failed in a material respect to complete the project for the
13 price stated in the contract, which will require P.M. to spend substantial sums over the total
14 contract price to complete it. The circumstances are more particularly set forth in paragraphs 105
15 through 108, above, and are incorporated here by reference.

16 **FORTY-FIRST CAUSE FOR DISCIPLINE**

17 **(Contracting Out of Classification)**

18 115. Respondent is subject to discipline under Code section 7117.6, in that he contracted
19 to perform work in a classification other than his Landscape Contractor (C-27) license
20 classification. Specifically, on the P.M. project, Respondent contracted for work requiring a C-33
21 (painting and decorating) classification. The circumstances are more particularly set forth in
22 paragraphs 106, above, and are incorporated here by reference.

23 **FORTY-SECOND CAUSE FOR DISCIPLINE**

24 **(Failure to Maintain Workers Compensation Insurance)**

25 116. Respondent subjected his license to disciplinary action under Code section 7125.4,
26 subdivision (a), in that on the P.M. Project, he failed to maintain workers' compensation
27 insurance coverage for his employees. The circumstances are more particularly set forth in
28 paragraph 109, above, and are incorporated here by reference.

1 **FORTY-THIRD CAUSE FOR DISCIPLINE**

2 **(Working Out of Name Style)**

3 117. Respondent subjected his license to disciplinary action under Code section 7117, in
4 that on the P.M. Project, Respondent acted in the capacity of a contractor using the unlicensed
5 name style "Cypress Grove Landscapes", and "Cypress Grove Landscapes and Maintenance",
6 when his licensed name style at the time was "Anton Chamberlain", doing business as
7 "Chamberlain Anton." The circumstances are more particularly set forth in paragraph 110, above,
8 and are incorporated here by reference.

9 **FORTY-FOURTH CAUSE OF DISCIPLINE**

10 **(Contract Violations)**

11 118. Respondent subjected his license to disciplinary action under Code section 7159,
12 subdivision (a)(5), in that on the P.M. Project, Respondent failed to comply with provisions of
13 Code section 7159, as follows:

14 a. **Subdivision (c)(3)(B)(ii)**: Respondent failed to include on the contract a statement
15 advising the buyer that the Notice of Cancellation may be sent to the contractor and failed to
16 provide the name and address to which the Notice of Cancellation was to be mailed.

17 b. **Subdivision (c)(4)**: Respondent failed to include on the contract the statement that,
18 upon payment made for work performed, prior to any further payment being made, the contractor
19 shall furnish a full and unconditional release from any potential lien claimant claim or mechanics
20 lien for the work for which payment was made.

21 c. **Subdivision (c)(5)**: Respondent failed to ensure that changes or extra work were in
22 writing and signed by the parties prior to commencement of work covered in that change order.

23 d. **Subdivision (c)(6)**: Respondent failed to include on the contract the notice stating
24 that the owner or tenant has the right to require the contractor to have a performance and payment
25 bond.

26 e. **Subdivision (d)(1)**: Respondent failed to include on the contract his contractor name.

27 f. **Subdivision (d)(3)**: Respondent failed to include on the contract the heading "Home
28 Improvement".

1 g. **Subdivision (d)(4)**: Respondent failed to include on the contract the statement that
2 the party signing the contract is entitled to a copy.

3 h. **Subdivision (d)(5)**: Respondent failed to include on the contract the heading
4 "Contract Price", followed by the amount of the contract in dollars and cents.

5 i. **Subdivision (d)(9)(A)(B)(C)**: Respondent failed to include on the contract the
6 heading "Schedule of Progress Payments", followed by a schedule of progress payments and a
7 statement that it is unlawful for a contractor to collect payment for work not yet completed or
8 materials not yet delivered.

9 j. **Subdivision (d)(10)(A)**: Respondent failed to include on the contract a statement that
10 describes what constitutes substantial commencement of work under the contract.

11 k. **Subdivision (d)(10)(B)**: Respondent failed to include on the contract the heading,
12 "Approximate Start Date."

13 l. **Subdivision (d)(10)(C)**: Respondent failed to include on the contract the approximate
14 date on which work was to commence.

15 m. **Subdivision (d)(11)(A)**: Respondent failed to include on the contract the heading,
16 "Approximate Completion Date."

17 n. **Subdivision (d)(11)(B)**: Respondent failed to include on the contract the approximate
18 date of completion.

19 o. **Subdivision (d)(12)**: Respondent failed to include on the contract the heading, "List
20 of Documents to be Incorporated into the Contract," followed by the list of documents
21 incorporated therein.

22 p. **Subdivision (d)(13)**: Respondent failed to include on the contract the statement that
23 extra work and change orders become part of the contract once the order is prepared in writing
24 and signed by the parties prior to the commencement of any work covered by the new change
25 order, and that the order must describe the scope of the extra work or change, the cost to be added
26 or subtracted from the contract, and the effect the order will have on the schedule of progress
27 payments.

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1 q. **Subdivision (e)(1)(B) and/or (C)**: Respondent failed to include on the contract the
2 notice concerning commercial general liability insurance or a relevant statement as to the type of
3 liability insurance Respondent possessed.

4 r. **Subdivision (e)(2)(A) and/or (B)**: Respondent failed to include on the contract the
5 notice concerning workers' compensation insurance.

6 s. **Subdivision (e)(3)(A) and (B)**: Respondent failed to include on the contract the
7 notice that provides the buyer with information about the performance of extra or change-order
8 work.

9 t. **Subdivision (e)(4)**: Respondent failed to include on the contract the notice regarding
10 a Mechanic's Lien or the language required therefor.

11 t. **Subdivision (e)(5)**: Respondent failed to include on the contract the notice regarding
12 the Contractors' State License Board.

13 u. **Subdivision (e)(6)(A), (B), and (C)**: Respondent failed to provide on the contract the
14 notice regarding the owner's three-day right to cancel the contract.

15 **FORTY-FIFTH CAUSE FOR DISCIPLINE**

16 **(Payment in Excess of Value of Work Performed)**

17 119. Respondent subjected his license to disciplinary action under Code section 7159.5,
18 subdivision (a)(5), in that on the P.M. Project, Respondent received payment in excess of the
19 value of work performed. The circumstances are more particularly set forth in paragraphs 105
20 through 108, above, and are incorporated here by reference.

21 **FIRST CAUSE FOR OTHER ACTION**

22 **(Restrictions on Respondent Anton Chamberlain)**

23 120. Pursuant to Code section 7121, if License Number 1019256, issued to Respondent is
24 revoked or under suspension, Respondent shall be prohibited from serving as an officer, director,
25 associate, partner, manager, qualifying individual, or member of the personnel of record of a
26 licensee.

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28 ///

1 PRAYER

2 WHEREFORE, Complainant requests that a hearing be held on the matters alleged in this
3 Accusation, and that following the hearing, the Registrar issue a decision:

4 1. Ordering the revocation or suspension of Contractor's License Number 1019256,
5 issued to Respondent Anton Frank Chamberlain, doing business as Anton Chamberlain, pursuant
6 to Code section 7090;

7 2. Ordering restitution of all damages according to proof suffered by T.W., as a
8 condition of probation in the event probation is ordered for Respondent Anton Frank
9 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
10 section 11519, subdivision (d);

11 3. Ordering restitution of all damages according to proof suffered by A.H., as a
12 condition of probation in the event probation is ordered for Respondent Anton Frank
13 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
14 section 11519, subdivision (d);

15 4. Ordering restitution of all damages according to proof suffered by C.D., as a
16 condition of probation in the event probation is ordered for Respondent Anton Frank
17 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
18 section 11519, subdivision (d);

19 5. Ordering restitution of all damages according to proof suffered by B.R., as a
20 condition of probation in the event probation is ordered for Respondent Anton Frank
21 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
22 section 11519, subdivision (d);

23 6. Ordering restitution of all damages according to proof suffered by D.V., as a
24 condition of probation in the event probation is ordered for Respondent Anton Frank
25 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
26 section 11519, subdivision (d);

27 7. Ordering restitution of all damages according to proof suffered by P.M., as a
28 condition of probation in the event probation is ordered for Respondent Anton Frank

1 Chamberlain, doing business as Anton Chamberlain, pursuant to Government Code
2 section 11519, subdivision (d);

3 8. Ordering Respondent Anton Frank Chamberlain to pay the Registrar costs for the
4 investigation and enforcement of the case according to proof at the hearing, pursuant to Code
5 section 125.3;

6 9. Ordering that Respondent Anton Frank Chamberlain is prohibited from serving as an
7 officer, director, associate, partner, manager, qualifying individual, or member of the personnel of
8 record of a licensee, pursuant to Code section 7121;

9 10. Ordering Respondent Anton Frank Chamberlain to provide the Registrar with a
10 listing of all contracting projects in progress and the anticipated completion date of each, pursuant
11 to Code section 7095; and

12 11. Taking such other and further action deemed proper.

13
14 DATED: 9/19/19



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

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16 FILED

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