

1 ROB BONTA
Attorney General of California
2 ANDREW M. STEINHEIMER
Supervising Deputy Attorney General
3 BRENT O. JEX
Deputy Attorney General
4 State Bar No. 235261
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 210-7864
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

8
9 **BEFORE THE**
REGISTRAR OF CONTRACTORS
10 **CONTRACTORS STATE LICENSE BOARD**
11 **DEPARTMENT OF CONSUMER AFFAIRS**
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. N2023-262

14 **PAUL JASON BAIZE, DBA BAIZE**
ELECTRIC SOLAR TECHNOLOGIES
15 13929 Eberle Road
Bakersfield, CA 93313

ACCUSATION

16 **Contractor's License No. 849058, C-10**

17 Respondent.
18

19 **PARTIES**

20 1. Brian Melvin (Complainant) brings this Accusation solely in his official capacity as
21 the Supervising Special Investigator I of the Contractors State License Board (Board),
22 Department of Consumer Affairs.

23 2. On or about October 29, 2004, the Registrar of Contractors (Registrar) issued
24 Contractor's License Number 849058, in Classification C-10 (Electrical) to Paul Jason Baize,
25 doing business as Baize Electric Solar Technologies (Respondent). The Contractor's License was
26 in full force and effect at all times relevant to the charges brought herein and will expire on
27 October 31, 2024, unless renewed.

28 ///

JURISDICTION

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

4. Code section 118, subdivision (b), 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. Code section 7076.5, subdivision (h), 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. Code section 7090 provides, in pertinent part, that the Registrar may suspend or revoke any license or registration if the licensee or registrant is guilty of or commits any one or more of the acts or omissions constituting cause for disciplinary action.

7. Code section 7096 states:

For the purposes of this chapter, the term "licensee" shall include an individual, partnership, corporation, limited liability company, joint venture, or any combination or organization licensed under this chapter, and shall also include any named responsible managing officer, responsible managing manager, responsible managing member, or personnel of that licensee whose appearance has qualified the licensee under the provisions of Section 7068.

8. Code section 7106.5 states:

The expiration, cancellation, forfeiture, revocation, or suspension of a license by operation of law or by order or decision of the registrar or a court of law, or the voluntary surrender of a license by a licensee, shall not deprive the registrar of jurisdiction to proceed with any investigation of or action or disciplinary proceeding against the license, or to render a decision suspending or revoking the license.

9. Code section 7121 states:

A person who has been denied a license for a reason other than failure to document sufficient satisfactory experience for a supplemental classification for an existing license, or who has had his or her license revoked, or whose license is under

suspension, or who has failed to renew his or her license while it was under suspension, or who has been a partner, officer, director, manager, or associate of any partnership, corporation, limited liability company, firm, or association whose application for a license has been denied for a reason other than failure to document sufficient satisfactory experience for a supplemental classification for an existing license, or whose license has been revoked, or whose license is under suspension, or who has failed to renew a license while it was under suspension, and while acting as a partner, officer, director, manager, or associate had knowledge of or participated in any of the prohibited acts for which the license was denied, suspended, or revoked, shall be prohibited from serving as an officer, director, associate, partner, manager, qualifying individual, or member of the personnel of record of a licensee, and the employment, election, or association of this type of person by a licensee in any capacity other than as a nonsupervising bona fide employee shall constitute grounds for disciplinary action.

10. Code section 7121.5 states:

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

STATUTORY PROVISIONS

11. Code section 7114 states, in pertinent part:

(a) Aiding or abetting an unlicensed person to evade the provisions of this chapter or combining or conspiring with an unlicensed person, or allowing one's license to be used by an unlicensed person, or acting as agent or partner or associate, or otherwise, of an unlicensed person with the intent to evade the provisions of this chapter constitutes a cause for disciplinary action.

...

12. Code section 7116 states:

The doing of any willful or fraudulent act by the licensee as a contractor in consequence of which another is substantially injured constitutes a cause for disciplinary action.

13. Code section 7122.5 states:

The performance by an individual, partnership, corporation, limited liability company, firm, or association of an act or omission constituting a cause for disciplinary action, likewise constitutes a cause for disciplinary action against a licensee who at the time that the act or omission occurred was the qualifying individual of that individual, partnership, corporation, limited liability company, firm, or association, whether or not he or she had knowledge of or participated in the prohibited act or omission.

///

1 14. Code section 7154 states, in pertinent part:

2 ...

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

7 15. Code section 7159 states, in pertinent part:

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

11 (2) This section does not apply to service and repair contracts that are subject to
12 Section 7159.10, if the contract for the applicable services complies with Sections
13 7159.10 to 7159.14, inclusive.

14 (3) This section does not apply to the sale, installation, and servicing of a fire
15 alarm sold in conjunction with an alarm system, as defined in Section 7590.1, if all
16 costs attributable to making the fire alarm system operable, including sale and
17 installation costs, do not exceed five hundred dollars (\$500), and the licensee
18 complies with the requirements set forth in Section 7159.9.

19 (4) This section does not apply to any costs associated with monitoring a
20 burglar or fire alarm system.

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

25 (b) For purposes of this section, "home improvement contract" means an
26 agreement, whether oral or written, or contained in one or more documents, between
27 a contractor and an owner or between a contractor and a tenant, regardless of the
28 number of residence or dwelling units contained in the building in which the tenant
resides, if the work is to be performed in, to, or upon the residence or dwelling unit of
the tenant, for the performance of a home improvement, as defined in Section 7151,
and includes all labor, services, and materials to be furnished and performed
thereunder, if the aggregate contract price specified in one or more improvement
contracts, including all labor, services, and materials to be furnished by the
contractor, exceeds five hundred dollars (\$500). "Home improvement contract" also
means an agreement, whether oral or written, or contained in one or more documents,
between a salesperson, whether or not he or she is a home improvement salesperson,
and an owner or a tenant, regardless of the number of residence or dwelling units
contained in the building in which the tenant resides, which provides for the sale,
installation, or furnishing of home improvement goods or services.

(c) In addition to the specific requirements listed under this section, every home
improvement contract and any person subject to licensure under this chapter or his or
her agent or salesperson shall comply with all of the following:

...

(3)(A) Before any work is started, the contractor shall give the buyer a copy of

1 the contract signed and dated by both the contractor and the buyer. The buyer's
2 receipt of the copy of the contract initiates the buyer's rights to cancel the contract
pursuant to Sections 1689.5 to 1689.14, inclusive, of the Civil Code.

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

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

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

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

12 ...

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

15 ...

16 (d) A home improvement contract and any changes to the contract shall be in
17 writing and signed by the parties to the contract prior to the commencement of work
covered by the contract or an applicable change order and, except as provided in
18 paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of
the following:

19 ...

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

22 ...

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

25 (7) The heading: "Description of the Project and Description of the Significant
26 Materials to be Used and Equipment to be Installed," followed by a description of the
project and a description of the significant materials to be used and equipment to be
27 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
28 the construction and equipment specifications.

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

3 (A) The heading: "Downpayment."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (B) The approximate date of completion.

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

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

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

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

12 ...

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

15 ...

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

19 ...

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

22 ...

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

24 "MECHANICS LIEN WARNING:

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

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

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

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

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

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

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

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

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

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

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

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

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

20 For more information:

21 Visit CSLB's Internet Web site at www.cslb.ca.gov

22 Call CSLB at 800-321-CSLB (2752)

23 Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

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

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

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

28 (iii) Subject to licensure under the Alarm Company Act (Chapter 11.6
(commencing with Section 7590)), provided the alarm company licensee complies

1 with Sections 1689.5, 1689.6, and 1689.7 of the Civil Code, as applicable.

2 (B) "Three-Day Right to Cancel

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

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

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

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

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

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

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

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

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

"Notice of Cancellation"

/enter date of transaction/

(Date)

"You may cancel this transaction, without any penalty or obligation, within

1 three business days from the above date.

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

5 If you cancel, you must make available to the seller at your residence, in
6 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.

7 If you do make the goods available to the seller and the seller does not pick
8 them up within 20 days of the date of your notice of cancellation, you may retain or
dispose of the goods without any further obligation. If you fail to make the goods
9 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."

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

12 /name of seller/,

13 at

14 /address of seller's place of business/

15 not later than midnight of

16 (Date).

17 I hereby cancel this transaction.

18 (Date)

19 (Buyer's signature)

20 ...

21 16. Code section 7161 states, in pertinent part:

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

24 ...

25 (c) Any fraud in the execution of, or in the material alteration of, any contract,
26 trust deed, mortgage, promissory note, or other document incident to a home
improvement transaction or other transaction involving a work of improvement.

27 ...

28 ///

1 **COST RECOVERY, RESTITUTION AND OTHER AUTHORITY**

2 17. Code section 125.3 states, in pertinent part:

3 (a) Except as otherwise provided by law, in any order issued in resolution of a
4 disciplinary proceeding before any board within the department or before the
5 Osteopathic Medical Board, upon request of the entity bringing the proceeding, the
6 administrative law judge may direct a licentiate found to have committed a violation
7 or violations of the licensing act to pay a sum not to exceed the reasonable costs of
8 the investigation and enforcement of the case.

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

11 18. Government Code section 11519 states:

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

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

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

25 (d) As used in subdivision (b), specified terms of probation may include an
26 order of restitution. Where restitution is ordered and paid pursuant to the provisions
27 of this subdivision, the amount paid shall be credited to any subsequent judgment in a
28 civil action.

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

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

35 (g) This section does not preclude an agency from taking immediate action to
36 protect the public interest in accordance with Article 13 (commencing with Section
37 11460.10) of Chapter 4.5.

38 19. Code section 143.5, subdivision (b) states:

39 Any board, bureau, or program within the Department of Consumer Affairs that
40 takes disciplinary action against a licensee or licensees based on a complaint or report
41 that has also been the subject of a civil action and that has been settled for monetary

1 damages providing for full and final satisfaction of the parties may not require its
2 licensee or licensees to pay any additional sums to the benefit of any plaintiff in the
civil action.

3 20. Code section 7095 states:

4 (a) The decision may:

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

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

8 (3) Impose upon the licensee compliance with such specific terms and conditions as may
be just in connection with the licensee's operations as a contractor disclosed at the hearing
9 and may further provide that until those terms and conditions are complied with no
application for restoration of the suspended or revoked license shall be accepted by the
10 registrar.

11 (4)

12 (A) Provide for the stay of execution of the decision pending completion of specified
terms and conditions of probation.

13 (B) Failure to fully comply with the terms and conditions of probation set pursuant to
subparagraph (A) may result in automatic termination of the stay of execution without
14 further notice. If a stay of execution is terminated pursuant to this subparagraph, the
decision shall be considered a disciplinary action within the meaning of this chapter.

15 (b) The specific terms and conditions imposed pursuant to paragraph (3) or (4) of
16 subdivision (a) may include, but are not limited to, any of the following:

17 (1) Payment of restitution to persons injured as a result of the violation.

18 (2) Payment of the costs of investigation and enforcement pursuant to Section 125.3.

19 (3) Enrollment in, and completion of, specified administrative or trade-specific
coursework.

20 (4) Successful completion of the board's law and business examination or trade
examination, as appropriate.

21 (5) Any further terms and conditions as are set forth for specified violations in the
22 board's disciplinary guidelines in Section 871 of Title 16 of the California Code of
Regulations.

23
24 21. Code section 7097 states:

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

22. Code section 7098 states:

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

23. Code section 7102 states:

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

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

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

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

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

A.M. PROJECT

24. On or about January 4, 2023, unregistered Home Improvement Salesperson C.M., on behalf of Respondent and unlicensed contractor November Tech, Inc., forged A.M.'s signature on a written contract and loan documents to install solar panels at her home located on West Scott Avenue in Stockton, California. The total contract price was \$20,584.50, which did not include financing costs. November Tech, Inc. used Respondent's contractor's license number on the

1 contract. Further, the contract failed to include all the necessary terms, advisements, and warnings
2 as required under contractor law.

3 25. On or about March 2, 2023, work began on the A.M. Project. At the time the work
4 began, A.M. informed Respondent's workers that she had not agreed to install solar panels and
5 that she had not signed a contract. A.M. was informed that if she wanted the work on the A.M.
6 Project to stop, she would be charged \$2,000.00. Respondent was paid in full through a finance
7 company on or about March 8, 2023, and work on the A.M. Project was completed on or about
8 March 13, 2023. An investigator with the Board found that Respondent, through the actions of
9 C.M., willfully and fraudulently created a fictitious email account and executed a home
10 improvement contract and loan agreement in A.M.'s name, in order to receive payment, without
11 A.M.'s knowledge or permission. The Board determined that A.M. suffered a financial injury of
12 \$20,584.50.

13 **FIRST CAUSE FOR DISCIPLINE**

14 **(Aiding and Abetting an Unlicensed Contractor)**

15 26. Respondent has subjected its license to disciplinary action pursuant to Code section
16 7114, in that Respondent aided and abetted, combined or conspired with, allowed his license to be
17 used by, or acted as agent or partner or associate of November Tech, Inc., an unlicensed
18 contractor, with the intent to evade the provisions of the Contractors' State License Law, as set
19 forth in paragraph 24, above.

20 **SECOND CAUSE FOR DISCIPLINE**

21 **(Willful or Fraudulent Act)**

22 27. Respondent has subjected its license to disciplinary action pursuant to Code section
23 7116, in that Respondent willfully and fraudulently created an e-mail account, executed
24 documents, and received payment for work that caused a substantial injury to A.M., as set forth in
25 paragraphs 24 and 25, above.

26 **THIRD CAUSE FOR DISCIPLINE**

27 **(Employed an Unregistered Home Improvement Salesperson)**

28 28. Respondent has subjected its license to disciplinary action pursuant to Code section

1 7154, subdivision (d), in that on the A.M. Project, Respondent employed an unregistered home
2 improvement salesperson, C.M., to attempt to negotiate a contract with A.M., as set forth in
3 paragraph 24, above.

4 **FOURTH CAUSE FOR DISCIPLINE**

5 **(Violation of Home Improvement Contract Form)**

6 29. Respondent has subjected its license to disciplinary action pursuant to Code
7 section 7159, in that on the A.M. Project, Respondent failed to comply with provisions of the
8 Code as follows:

9 a. **Subdivision (c):** Failed to include the following provisions as part of a written
10 home improvement contract:

11 i. **Subdivision (c)(3)(A):** Failed to provide a dated and signed contract to
12 the buyer prior to commencement of work

13 ii. **Subdivision (c)(3)(B):** Failed to provide the required information on the
14 front page of the contract, in the correct typeface, showing the following information:

15 a. **Subdivision (c)(3)(B)(i):** The date the buyer signed the contract.

16 b. **Subdivision (c)(3)(B)(ii):** Failed to include Notice of Cancellation
17 advisory statement.

18 b. **Subdivision (c)(4):** Failed to contain a statement regarding unconditional lien
19 release.

20 c. **Subdivision (c)(6):** Failed to include a statement regarding the right to require
21 a performance and payment bond.

22 d. **Subdivision (d):** Failed to provide a written contract or change order/s prior to
23 the commencement of work, that complied with the following:

24 i. **Subdivision (d)(4):** Failed to provide the statement in 12 point bold face
25 type, as to the buyer being entitled to receive a completely filled copy of the contract, before
26 commencement of work.

27 ii. **Subdivision (d)(6):** Did not provide the 'Finance Charge' heading,
28 followed by the amount in dollars and cents, and was not set out separately from the contract

amount.

iii. **Subdivision (d)(7):** Failed to include the heading “Description of the Project and Description of the Significant materials to be Used and Equipment to be Installed’.

iv. **Subdivision (d)(8)(A)(B)(C):** Failed to provide down payment heading, space for the down payment, and statement as to down payment limitations.

v. **Subdivision (d)(9)(A)(B)(C):** Failed to provide schedule of progress payments, failed to state each progress payments in dollars and cents, and failed to include 12-point type bold face print regarding notice of work to be performed and materials and equipment to be supplied.

vi. **Subdivision (d)(10)(A)(B)(C):** Failed to provide proper wording in the contract regarding the start date of work.

vii. **Subdivision (d)(11)(A)(B):** Failed to provide proper wording in the contract regarding the completion date of work.

viii. **Subdivision (d)(12):** Failed to include the heading “List of Documents to be Incorporated into the Contract.”

ix. **Subdivision (d)(13):** Failed to include the heading “Note about Extra Work and Change Orders.”

e. **Subdivision (e):** Did not provide the required notices as part of the contract form, or if permitted, as an attachment to the contract.

i. **Subdivision (e)(3)(B):** Failed to include on the contract the statement informing the buyer that extra work or a change order is not enforceable against a buyer unless the change order also identifies the scope of work, amount to be added or subtracted from the contract, and the effect the order will make in the progress payments or the completion.

ii. **Subdivision (e)(4):** Failed to provide proper wording in the contract regarding mechanics liens.

iii. **Subdivision (e)(6)(A)(B)(C):** Failed to provide proper wording in the contract regarding 3-day right to cancel.

///

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Fraudulent Document)**

3 30. Respondent has subjected its license to disciplinary action pursuant to Code section
4 7161, subdivision (c), in that on or about January 4, 2023, Respondent, through the actions of
5 C.M., forged A.M.'s signature on a contract and financial documents in order to release
6 construction loan funds in the amount of \$20,584.50, as set forth in paragraphs 24 and 25, above.

7 **CAUSE FOR OTHER ACTION**

8 **(Restrictions on Respondent Paul Jason Baize)**

9 31. Pursuant to Code section 7121, if License Number 849058, issued to Respondent is
10 revoked or under suspension, Respondent Paul Jason Baize shall be prohibited from serving as an
11 officer, director, associate, partner, manager, qualifying individual, or member of the personnel of
12 record of a licensee.

13 **PRAYER**

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

16 1. Ordering the revocation or suspension of Contractor's License Number 849058 issued
17 to Respondent Baize Electric Solar Technologies, pursuant to Code section 7090;

18 2. Ordering restitution of all damages according to proof suffered by A.M., as a
19 condition of probation in the event probation is order for Respondent Baize Electric Solar
20 Technologies pursuant to Government Code section 11519, subdivision (d);

21 3. If revocation of Contractor's License Number 849058, issued to Respondent Baize
22 Electric Solar Technologies, is ordered, ordering restitution of all damages suffered by A.M. as a
23 result of Respondent's conduct as a contractor, as a condition precedent to any future restoration
24 of Contractor's License Number 849058, or before any new license is issued;

25 4. Ordering Respondent Baize Electric Solar Technologies to pay the Registrar costs for
26 the investigation and enforcement of the case according to proof at the hearing, pursuant to Code
27 section 125.3;
28

1 5. Ordering that Respondent Paul Jason Baize is prohibited from serving as an officer,
2 director, associate, partner, manager, qualifying individual, or member of the personnel of record
3 of a licensee, pursuant to Code section 7121;

4 6. Ordering Respondent Baize Electric Solar Technologies to provide the Registrar with
5 a listing of all contracting projects in progress and the anticipated completion date of each,
6 pursuant to Code section 7095; and

7 7. Taking such other and further action deemed proper.

8
9 DATED: 4/16/2024

Brian Melvin

BRIAN MELVIN
Supervising Special Investigator I
Contractors State License Board
Department of Consumer Affairs
State of California
Complainant

10
11
12
13 SA2024300600
14 37901367.docx
15
16
17
18
19
20
21
22
23
24
25
26
27
28