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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. N2024-113

14 **LA SOLAR GROUP, INC.,**
15 **DBA A P ELECTRICAL**
16 **ARA PETROSYAN, RMO/CEO/PRES.**
8484 San Fernando Rd.
Sun Valley, CA 91352

SECOND AMENDED ACCUSATION

17 Contractor's License No. 974115
18 Classifications: C-10, C-39 and C-46

19 Respondents.

20
21 **PARTIES**

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

25 2. On June 20, 2012, the Registrar of Contractors (Registrar) issued Contractor's
26 License Number 974115, in Classification C-10 (Electrical [General]) to LA Solar Group, Inc.,
27 doing business as A P Electrical (Respondent LA Solar). On January 17, 2013, Respondent LA
28 Solar was issued a C-46 (Solar) classification. On July 6, 2016, Respondent LA Solar was issued

a C-39 (Roofing) classification. The Contractor's License was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2026, unless renewed. Ara Petrosyan (Respondent Petrosyan) associated as the Responsible Managing Officer (RMO), Chief Executive Officer (CEO) and President (PRES) on June 20, 2012. The suspension history of Respondent LA Solar is as follows:

Suspension Date:	Violation:	Status:
02/29/2024	996.340 (Disciplinary Bond)	Reinstated 03/19/2024
04/16/2024	Business and Professions Code section 7071.1 (Judgment #30-2023-01340010-S)	Reinstated 04/19/2024

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. 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 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

1 member, or personnel of that licentiate whose appearance has qualified the licentiate
2 under the provisions of Section 7068.

3 8. Code section 7106.5 states:

4 The expiration, cancellation, forfeiture, revocation, or suspension of a license
5 by operation of law or by order or decision of the registrar or a court of law, or the
6 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.

7 9. Code section 7121.5 states:

8 A person who was the qualifying individual on a revoked license, or of a
9 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,
10 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
11 was revoked, or suspended, and the employment, election, or association of that
person by a licensee shall constitute grounds for disciplinary action.

12 **STATUTORY PROVISIONS**

13 10. Code section 7027.1, states:

14 (a) It is a misdemeanor for any person to advertise for construction or work of
improvement covered by this chapter unless that person holds a valid license under
15 this chapter in the classification so advertised, except that a licensed building or
engineering contractor may advertise as a general contractor.

16 (b) "Advertise," as used in this section, includes, but not by way of limitation,
17 the issuance of any card, sign, or device to any person, the causing, permitting, or
allowing of any sign or marking on or in any building or structure, or in any
18 newspaper, magazine, or by airwave or any electronic transmission, or in any
directory under a listing for construction or work of improvement covered by this
19 chapter, with or without any limiting qualifications.

20

21 11. Code section 7107 states:

22 Abandonment without legal excuse of any construction project or operation
engaged in or undertaken by the licensee as a contractor constitutes a cause for
23 disciplinary action.

24 12. Code section 7109, subdivision (a), states:

25 A willful departure in any material respect from accepted trade standards for
good and workmanlike construction constitutes a cause for disciplinary action, unless
26 the departure was in accordance with plans and specifications prepared by or under
the direct supervision of an architect.
27

28 ///

1 13. Code section 7110 states:

2 Willful or deliberate disregard and violation of the building laws of the state, or
3 of any political subdivision thereof, or of any of the following references to or
 provisions of law, constitutes a cause for disciplinary action against a licensee:

4 ...

5 (h) Any state or local law relating to the issuance of building permits.

6 14. Code section 7113 states:

7 Failure in a material respect on the part of a licensee to complete any
8 construction project or operation for the price stated in the contract for such
9 construction project or operation or in any modification of such contract constitutes a
 cause for disciplinary action.

10 15. Code section 7115 states:

11 Failure in any material respect to comply with the provisions of this chapter, or
12 any rule or regulation adopted pursuant to this chapter, or to comply with the
13 provisions of Section 7106 of the Public Contract Code, constitutes a cause for
 disciplinary action.

14 16. Code section 7117.6 states:

15 Acting in the capacity of a contractor in a classification other than that currently
16 held by the licensee constitutes a cause for disciplinary action.

17 17. Code section 7154 states:

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

22 ...

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

25

26 18. Code section 7159 states:

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

1 ...

2 (b) For purposes of this section, "home improvement contract" means an
3 agreement, whether oral or written, or contained in one or more documents, between
4 a contractor and an owner or between a contractor and a tenant, regardless of the
5 number of residence or dwelling units contained in the building in which the tenant
6 resides, if the work is to be performed in, to, or upon the residence or dwelling unit of
7 the tenant, for the performance of a home improvement, as defined in Section 7151,
8 and includes all labor, services, and materials to be furnished and performed
9 thereunder, if the aggregate contract price specified in one or more improvement
10 contracts, including all labor, services, and materials to be furnished by the
11 contractor, exceeds five hundred dollars (\$500). "Home improvement contract" also
12 means an agreement, whether oral or written, or contained in one or more documents,
13 between a salesperson, whether or not they are a home improvement salesperson, and
14 an owner or a tenant, regardless of the number of residence or dwelling units
15 contained in the building in which the tenant resides, which provides for the sale,
16 installation, or furnishing of home improvement goods or services.

17 ...

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

23 ...

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

26 ...

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

30 (A) The heading: "Downpayment."

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

32 (C) The following statement in at least 12-point boldface type:
33 "THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10
34 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS."

35 ...

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

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

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

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

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

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

3 (B) The approximate date of completion.

4 . . .

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

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

10 . . .

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

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

15 . . .

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

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

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

22 . . .

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

"MECHANICS LIEN WARNING:

24 Anyone who helps improve your property, but who is not paid, may record what
is called a mechanics lien on your property. A mechanics lien is a claim, like a
25 mortgage or home equity loan, made against your property and recorded with the
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 you in court to foreclose the lien. If a court finds the lien is valid, you could
28 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 they are not paid.

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

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

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

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

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

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

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

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

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

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

For more information:

Visit CSLB's internet website 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,” or entitled “Five-Day Right to Cancel” for contracts with a senior citizen, shall be provided to the buyer unless the contract is:

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

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

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

(B) (i) “Three-Day Right to Cancel

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

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

(ii) References to “three” and “third” in the notice set forth in clause (i) shall be changed to “five” and “fifth,” respectively, for a buyer who is a senior citizen.

(C) The notice required by this paragraph shall comply with all of the following:

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

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

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

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

(v) The notice may be attached to the contract if the contract

includes, in at least 12-point boldface type, a checkbox with one of the following statements, as applicable:

(I) For a contract with a senior citizen: “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 Five-Day Right to Cancel.’ ”

(II) For all other contracts: “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) (I) The notice shall be accompanied by a completed form in duplicate, captioned “Notice of Cancellation,” which also shall be attached to the agreement or offer to purchase and be easily detachable, and which shall contain the following statement written in the same language, e.g., Spanish, as used in the contract: “Notice of Cancellation” /enter date of transaction/ (Date)

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

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

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

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

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

(II) The reference to “three” in the statement set forth in subclause (I) shall be changed to “five” for a buyer who is a senior citizen.

....

19. Code section 7159.5, subdivision (a)(5), states:

(a) This section applies to all home improvement contracts, as defined in Section 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 chapter with regard to the transaction.

...

(5) Except for a downpayment, the contractor shall neither request nor accept payment that exceeds the value of the work performed or material delivered. The prohibition prescribed by this paragraph extends to advance payment in whole or in part from any lender or financier for the performance or sale of home improvement goods or services.

COST RECOVERY, RESTITUTION AND OTHER AUTHORITY

20. Code section 125.3 states:

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

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

21. 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.

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

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

5 22. Code section 143.5, subdivision (b), states:

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

10 23. Code section 7095 states:

11 The decision may:

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

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

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

17 24. Code section 7097 states:

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

22 25. Code section 7098 states:

23 Notwithstanding the provisions of Sections 7121 and 7122, when any license
24 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
25 for which the licensee furnished qualifying experience and appearance under the
provisions of Section 7068, may be revoked by the registrar without further notice.

26 26. Code section 7102 states:

27 After suspension of a license upon any of the grounds set forth in this chapter
28 [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

1 reinstatement or, in the absence of a decision or any provisions of reinstatement, in
2 the sound discretion of the registrar.

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

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

15 (a) The gravity of the violation.

16 (b) The history of previous violations.

17 (c) Criminal convictions.

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

24 **J.F. PROJECT**

25 27. On July 22, 2022, J.F. entered into a home improvement contract with Respondent
26 LA Solar for the installation of a roof mounted photovoltaic solar system at J.F.'s residence on
27 San Helena Drive in Oceanside (J.F. Project). The solar system was sold as a lease, with monthly
28 payments for 25 years totaling \$39,246.00. The contract lacked certain notifications and verbiage
that are required for home improvement contracts. Work began on October 11, 2022, and
Respondent LA Solar completed the J.F. Project in or about January 2023. On May 15, 2023, J.F.
paid Respondent LA Solar the first twelve months of the lease up front, in the amount of
\$1,092.00.

29 28. J.F. notified Respondent LA Solar of a number of concerns he had with the work it
30 had done. Respondent LA Solar returned to the J.F. Project in March 2023 and made some
repairs. Respondent LA Solar also refunded \$6,861.87 to J.F. However, several workmanship
issues went unresolved.

29. During the Board's investigation, industry expert B.K. inspected the J.F. Project on July 27, 2023. B.K. found the following departures from accepted trade standards in Respondent LA Solar's work:

- The required meters (to measure and report the electricity generated and/or consumed) were not installed;
- The combiner panel was missing circuit breaker filler plates;
- The disconnect switch below the combiner panel was not labelled as the rapid shutdown initiation device;
- A disconnect switch blank plastic hub cover was not installed;
- Wiring to the meters was not fully installed to the terminal screw;
- Red and black wires were installed on the same phase and are overloading the common neutral wire, resulting in damage to the new circuit breaker;
- Ty-wrap cable ties were used to support to the wires under the photovoltaic panels;
- Wiring under the photovoltaic panels exceeded the minimum wire bending radius, causing excessive stress to the wiring and the terminal box;
- Respondent LA Solar used washers that are too small and weak to adequately secure the roof equipment;
- The inverter was not fully secured, and its wires are unsupported;
- Several solar panels are missing panel clamps;
- Conduit was installed with Ty-wrap cable ties, leaving the conduit too low beneath the roof tiles;
- An anchor bolt was incorrectly installed;
- Solar box equipment was installed on the roof without the appropriate box cover; and,
- Conduit was installed on the roof without flashing where the conduit meets the roof tiles.

30. B.K. concluded that the substantial repair is needed to bring the J.F. project up to accepted trade standards, including but not limited to the following: all solar panels and racking need to be removed and reinstalled with the correct hardware, supports, flashing, and PV cable supports; a supplemental ground rod needs to be installed; and the system needs revenue grade metering with correct certifications. B.K. estimated that this work will cost \$25,000.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Departure from Accepted Trade Standards)**

3 31. Respondent LA Solar has subjected its license to disciplinary action under Code
4 section 7109, subdivision (a), because on the J.F. project, Respondent LA Solar willfully departed
5 from accepted trade standards for good and workmanlike construction, as set forth above.

6 **SECOND CAUSE FOR DISCIPLINE**

7 **(Contract Violations – Failure to Include Required CSLB Notifications)**

8 32. Respondent LA Solar has subjected its license to disciplinary action under Code
9 section 7159 because its contract for the J.F. Project failed to include required notifications and
10 verbiage about the following topics:

- 11 a. Code section 7159, subd. (d)(10): start date of work.
12 b. Code section 7159, subd. (d)(11): completion date.
13 c. Code section 7159, subd. (e)(1): commercial general liability insurance.
14 d. Code section 7159, subd. (e)(2): workers' compensation insurance.
15 e. Code section 7159, subd. (e)(4): mechanic's lien.

16 **D.R. PROJECT**

17 33. On May 10, 2023, D.R. entered into a home improvement contract with Respondent
18 LA Solar for the installation of a carport with a 27 solar panel system at D.R.'s residence in
19 Apple Valley, California, for \$69,999.00 (D.R. Project). The contract lacked multiple
20 notifications and clauses which are required for home improvement contracts. Additionally,
21 Respondent LA Solar advertised and contracted for construction of a carport that required a "B"
22 classification for general construction, when Respondent LA Solar held only C-10, C-39 and C-
23 46 classifications.

24 34. Respondent LA Solar began work on the D.R. Project on September 28, 2023. The
25 contract for the D.R. Project required a progress payment in the amount of \$20,550.00 upon
26 completion of the design and permit submission, a progress payment in the amount of \$47,949.00
27 upon system installation, and a final payment of \$500 upon obtaining the Permit to Operate and
28 before system activation. According to this payment schedule, the second payment in the amount

1 of \$20,550.00 requested by Respondent LA Solar and the amount of \$16,901.00 paid by D.R.
2 both exceeded the value of the work performed or materials delivered. Respondent LA Solar was
3 paid a total of \$57,335.00 for the D.R. Project:

4 35. D.R. had concerns with the work performed by Respondent LA Solar. Specifically,
5 the solar panels were uneven on the metal carport frame, the project looked unfinished, and the
6 concrete had problems including gouges, unlevel surface, and inconsistent appearance with rough
7 patches. D.R. met with Respondent LA Solar about these concerns. Respondent LA Solar last
8 worked on the D.R. Project on or about July 18, 2024, and made some minor repairs, but did not
9 finish the work.

10 36. During the Board's investigation, industry expert D.M. inspected the D.R. Project on
11 August 10, 2024. D.M. found the following departures from accepted trade standards in
12 Respondent LA Solar's work:

- 13 • The concrete had gouges and was uneven;
- 14 • One side of the metal carport frame that holds the solar panels was cut and left
15 uneven without finished ends/sides; and
- 16 • The ground rods were to be not less than eight feet in length but were cut in
half before installation.

17 37. D.M. concluded that the following repairs were needed to bring the D.R. Project up to
18 accepted trade standards: remove and replace existing concrete; cut metal on one side of carport
19 frame to make it even and install the ends/sides; and, remove and place ground rods with ones at
20 least eight feet in length. D.M. estimated the cost to correct the work was \$5,750.00.

21 **THIRD CAUSE FOR DISCIPLINE**

22 **(Advertised for Work Out of Classification)**

23 38. Respondent LA Solar has subjected its license to disciplinary action under Code
24 sections 7115 and 7027.1 because Respondent LA Solar advertised for carport construction which
25 requires a "B" classification, which Respondent LA Solar does not have.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Abandoned Project without Legal Excuse)**

3 39. Respondent LA Solar has subjected its license to disciplinary action under Code
4 section 7107, because on the D.R. Project, Respondent LA Solar abandoned the project without a
5 legal excuse when work remained to be completed, as set forth above in paragraphs 33 to 35.

6 **FIFTH CAUSE FOR DISCIPLINE**

7 **(Departure from Accepted Trade Standards)**

8 40. Respondent LA Solar has subjected its license to disciplinary action under Code
9 section 7109, subdivision (a), because on the D.R. Project, Respondent LA Solar willfully
10 departed from accepted trade standards for good and workmanlike construction, as set forth above
11 in paragraphs 33 to 35.

12 **SIXTH CAUSE FOR DISCIPLINE**

13 **(Working out of Classification)**

14 41. Respondent LA Solar has subjected its license to disciplinary action under Code
15 section 7117.6 because on the D.R. Project, it contracted for work that required a B classification
16 while licensed only as a C-10, C-39 and C-46 contractor, as set forth above.

17 **SEVENTH CAUSE FOR DISCIPLINE**

18 **(Contract Violations – Failure to Include Required CSLB Notifications)**

19 42. Respondent LA Solar has subjected its license to disciplinary action under Code
20 section 7159 because its contract for the J.F. Project failed to include required notifications and
21 verbiage about the following topics:

- 22 a. Code section 7159, subd. (d)(10)(A): notice describing what constitutes
23 substantial commencement of work.
- 24 b. Code section 7159, subd. (d)(10)(B): start date heading.
- 25 c. Code section 7159, subd. (d)(10)(C): start date.
- 26 d. Code section 7159, subd. (d)(11)(A): completion date heading.
- 27 e. Code section 7159, subd. (d)(11)(B): completion date.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Requested and/or Accepted Payment that Exceeds the Value of Work Performed)**

3 43. Respondent LA Solar has subjected its license to disciplinary action under Code
4 section 7159.5, subdivision (a)(5), because on the D.R. Project, it requested and/or accepted
5 payment that exceeded the value of work performed or materials delivered, as set forth above.

6 **D.N. PROJECT**

7 44. On April 23, 2023, D.N. entered into a home improvement contract with Respondent
8 LA Solar for a residential reroof with uninstall and reinstall of the existing solar system at D.N.'s
9 residence in Pomona for \$23,786.00 (D.N. Project). The contract was sold by Home Improvement
10 Salesperson L.M., but Respondent LA Solar had not reported its employment of L.M. to the
11 Board. In June 2023, D.M. agreed to a change order which increased the contract to \$26,684.00.

12 45. Respondent LA Solar's contract for the D.N. Project lacked multiple notifications and
13 clauses which the Code requires for home improvement contracts.

14 46. On June 1, 2023, Respondent LA Solar obtained a building permit from the City of
15 Pomona for the roofing work. Respondent LA Solar began work on the D.N. Project on or about
16 June 21, 2023, but had not obtained a solar permit (as required by California Electrical Code 2022
17 section 89.108.4.1) for work on the solar panels, and did not obtain that permit until September
18 13, 2023, after the reroof and solar reinstallation had been done. After solar reinstallation in July
19 2023, many of the solar panels were not working, and Respondent LA Solar took months to get
20 the solar system working. The system finally passed inspection on November 30, 2023. Final
21 inspection was never obtained for the roofing work, and the roof permit expired on July 22, 2024.

22 47. Between November 30 and December 7, 2023, D.N. made three payments to
23 Respondent LA Solar totaling \$27,280.27 (more than the contract amount because of an added
24 fee for paying by credit card). This paid the contract in full before final inspection by the City of
25 Pomona and finalization of the roofing permit.

26 48. On August 21, 2023, D.N.'s roof leaked, and leaks continued when it rained in
27 January 2024. Respondent LA Solar made multiple attempts to correct leaks, but was unable to
28 solve the problem. Respondent LA Solar abandoned roof repairs in or about April 2024. In

1 January 2025, D.N. obtained an inspection from another roofer who found numerous problems,
2 recommended a reroof, and provided an estimate of \$50,000.00 for this work. D.N. also obtained
3 an estimate for repair of the interior ceiling drywall in the amount of \$1,455.00.

4 49. On July 29, 2025, industry expert S.H. inspected roofing on the D.N. Project and
5 found that the roof was leaking, and that Respondent LA Solar's workmanship departed in a
6 material respect from accepted trade standards in the following respects:

- 7 • Multiple broken and cracked roofing tiles;
- 8 • Large voids and cavities at hip and crown locations due to insufficient mortar;
- 9 • Broken and misaligned rake edge tile pieces;
- 10 • Loose and uplifted tiles which slid downhill;
- 11 • Missing metal flashing at northeast roof-to-wall transition;
- 12 • Loose and dislodged metal edging at west front corner;
- 13 • Pipe flashing on north gable slope is missing metal storm collar;
- 14 • Masonry chimney on north side lacks metal counterflashing;
- 15 • Wood sheathing damage in several locations along the perimeter;
- 16 • Water stains in the ceiling by the dining room light fixture; and,
- 17 • Many tiles had not been cleaned before their reuse.

18 50. Industry expert S.H. concluded that a reroof was needed to bring the D.N. Project up
19 to accepted trade standards. S.H. estimated the cost to correct to repair the roof was \$27,484.52.

20 51. On August 4, 2025, industry expert C.M. evaluated the cost to remove and replace the
21 solar system on the D.N. Project in conjunction with the reroof that industry expert S.H. had
22 determined is necessary. C.M. estimated a cost of \$15,800.00 to remove and replace the solar
23 system in connection with the reroof, thus bringing the total cost of repairs to \$43,284.52.

24 **NINTH CAUSE FOR DISCIPLINE**

25 **(Building Code Violation – No Permit Prior to Commencing Construction)**

26 52. Respondent LA Solar has subjected its license to disciplinary action under Code
27 section 7110, subdivision (h), because Respondent LA Solar commenced work on the D.N.
28 Project before obtaining the required solar permit for removal and replacement of the solar
panels.

1 **TENTH CAUSE FOR DISCIPLINE**

2 **(Departure from Accepted Trade Standards)**

3 53. Respondent LA Solar has subjected its license to disciplinary action under Code
4 section 7109, subdivision (a), because on the D.N. Project, Respondent LA Solar willfully
5 departed from accepted trade standards for good and workmanlike construction, as set forth
6 above.

7 **ELEVENTH CAUSE FOR DISCIPLINE**

8 **(Failure to Report Employment of Registered Home Improvement Salesperson)**

9 54. Respondent LA Solar has subjected its license to disciplinary action under Code
10 section 7154, subdivision (c), because it employed a Registered Home Improvement Salesperson,
11 who sold the D.N. Project, but Respondent LA Solar had not reported its employment of this
12 person to the Board.

13 **TWELFTH CAUSE FOR DISCIPLINE**

14 **(Contract Violations – Requirements for Home Improvement Contracts)**

15 55. Respondent LA Solar has subjected its license to disciplinary action under Code
16 section 7159 because its contract for the D.N. Project failed to include required notifications and
17 verbiage about the following topics:

- 18 a. Code section 7159, subdivision (d)(2): name or registration number of the
19 salesperson.
20 b. Code section 7159, subdivision (d)(8)(C): statement of down payment
21 limits.
22 c. Code section 7159, subdivision (d)(10)(B): start date heading.
23 d. Code section 7159, subdivision (d)(10)(C): start date.
24 e. Code section 7159, subdivision (d)(11)(A): completion date heading.
25 f. Code section 7159, subdivision (d)(11)(B): completion date.
26 g. Code section 7159, subdivision (e)(4): hearing or notice about mechanic's lien.
27 h. Code section 7159, subdivision (e)(5): notice regarding the Board.
28 i. Code section 7159, subdivision (e)(6): notice of three and five day right to cancel.

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1 **THIRTEENTH CAUSE FOR DISCIPLINE**

2 **(Requested and/or Accepted Payment that Exceeds the Value of Work Performed)**

3 56. Respondent LA Solar has subjected its license to disciplinary action under Code
4 section 7159.5, subdivision (a)(5), because on the D.N. Project, it requested and/or accepted final
5 payment that exceeded the value of work performed or materials delivered because the project
6 was incomplete, as set forth above.

7 **FOURTEENTH CAUSE FOR DISCIPLINE**

8 **(Abandoned Project without Legal Excuse)**

9 57. Respondent LA Solar has subjected its license to disciplinary action under Code
10 section 7107, because on the D.N. Project, Respondent LA Solar abandoned the project without a
11 legal excuse when roof repairs were incomplete, as set forth above.

12 **FIFTEENTH CAUSE FOR DISCIPLINE**

13 **(Failed to Complete Project for Contracted Price)**

14 58. Respondent LA Solar has subjected its license to disciplinary action under Code
15 section 7113, because it failed to complete the D.N. Project for the contracted price, as set forth
16 above.

17 **UNPERMITTED CONSTRUCTION AT TWO PROJECTS IN CALABASAS**

18 59. On October 14, 2024, a Building Inspector and Code Enforcement Officer for the
19 City of Calabasas filed a complaint with the Board about two residential solar projects at which
20 Respondent LA Solar had installed solar systems without the required electrical permit.

21 60. On February 29, 2024, Respondent LA Solar applied to the City of Calabasas for a
22 permit to install a solar system and other electrical equipment at a house on Cairnloch Street in
23 Calabasas (Cairnloch Project). The City of Calabasas issued a series of corrections and redlines,
24 because it found errors, omissions and discrepancies in Respondent LA Solar's submittals.

25 61. On July 1, 2024, Respondent LA Solar applied to the City of Calabasas for a permit
26 to install a solar system at a house on Via Tecolote in Calabasas (Via Tecolote Project). The City
27 of Calabasas issued a series of corrections and redlines, because it found errors and omissions in
28 Respondent LA Solar's submittals.

62. On August 23, 2024, site inspections by the City of Calabasas found that solar systems, including solar panels and accompanying electrical hardware, had been installed at both the Cairnloch Project and the Via Tecolote Project. Respondent LA Solar had not yet obtained an electrical permit for either project (as required by California Electrical Code 2022 section 89.108.4.1), and was still in the plan check process on both projects. On August 27, 2024, the City of Calabasas issued Notices of Violation to Respondent LA Solar, one for each project, for installing the solar systems without an electrical permit.

63. The unpermitted work negated the original permit applications and triggered the need for rehabilitation permits on both projects, and payment of additional fees. Respondent LA Solar did not contest the Notices of Violation and paid the added fees. Respondent LA Solar obtained a permit for electrical work on the Via Tecolote Project on September 18, 2024, which was finalized on November 19, 2024. Respondent LA Solar obtained a permit for the Cairnloch Project on November 8, 2024, and finalized on November 22, 2024.

SIXTEENTH CAUSE FOR DISCIPLINE

(Building Code Violation – No Permit Prior to Commencing Construction)

64. Respondent LA Solar has subjected its license to disciplinary action under Code section 7110, subdivision (h), because it performed electrical work on two solar projects in Calabasas before obtaining the required electrical permits.

MATTERS IN AGGRAVATION

65. To determine the degree of penalty, if any, to be imposed on Respondents LA Solar and Ara Petrosyan, RMO/CEO/PRES, Complainant alleges the following:

a. Citation No. 2-2019-1537 was issued to Respondent LA Solar on November 14, 2019, for violating Code sections 7109, subdivision (a) (poor workmanship); 7161, subdivision (b) (substantial misrepresentations in the procurement of a construction contract); 7113 (failed to correct/complete project for contract price); and 7159 (contract violations). The citation required Respondent LA Solar to pay \$7,600 in restitution to the homeowner and assessed \$2,600 in civil penalties. Respondent appealed the citation, and the civil penalties were reduced to \$1,700. Respondent complied with the citation.

b. On August 24, 2022, Second Amended Accusation No. N2021-152 was filed against Respondents LA Solar and Ara Petrosyan, RMO, CEO and PRES. Following an administrative hearing, the Board issued a Decision and Order, effective February 29, 2024, which found Respondent LA Solar had committed the following violations on three residential solar projects: two violations of Code section 7109, subdivision (a) (departure from accepted trade standards); two violations of Code section 7154, subdivision (c) (failure to report home improvement salesperson); four violations of Code section 7159 (contract violations); and one violation of Code section 7159.5, subdivision (a)(5) (payment exceeds value of work performed). The Decision and Order revoked Respondent LA Solar's license, with revocation stayed during three years of probation on specified terms and conditions, including requirements for a \$50,000 Disciplinary Bond, that Respondent Petrosyan take and pass the Board's law and business examination, payment of the Board's investigative and enforcement costs in the amount of \$15,000, and a requirement to submit copies of construction contractors to the Registrar.

CAUSE FOR OTHER ACTION

(Restrictions on Corporate Qualifier – Respondent Ara Petrosyan)

66. Pursuant to Code section 7121.5, if Respondent LA Solar's license number 974115 is revoked or suspended, Respondent Petrosyan shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual of a licensee during the time the discipline is imposed, whether or not he had knowledge of or participated in the acts or omissions constituting grounds for discipline as alleged in the causes for discipline, above, and any licensee which employs, elects, or associates Respondent Ara Petrosyan other than as a bona fide nonsupervising employee shall be subject to disciplinary action.

PRAYER

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

1. Ordering the revocation or suspension of Contractor's License Number 974115 issued to Respondent LA Solar Group Inc., doing business as A P Electrical, pursuant to Code section 7090;

2. Ordering restitution of all damages according to proof suffered by J.F. and D.N., as a condition of probation in the event probation is ordered for Respondent LA Solar Group and/or Respondent Ara Petrosyan, pursuant to Government Code section 11519, subdivision (d);

3. If revocation of Contractor's License Number 974115 issued to Respondent LA Solar Group is ordered, an order for restitution of all damages suffered by J.F. and D.N. as a result of Respondent LA Solar Group's conduct as a contractor, as a condition precedent to any future restoration of Contractor's License Number 974115, or before any new license is issued;

4. Ordering Respondent LA Solar Group and/or Respondent Ara Petrosyan to pay the Registrar costs for the investigation and enforcement of the case according to proof at the hearing, pursuant to Code section 125.3;

5. Ordering Respondent LA Solar Group and/or Respondent Ara Petrosyan to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each, pursuant to Code section 7095;

6. Ordering that Respondent Ara Petrosyan is prohibited from serving as an officer, director, associate, partner, manager or qualifying individual of a licensee, pursuant to Code section 7121.5; and,

7. Taking such other and further action deemed proper.

DATED: 4/24/2026

Brian Melvin

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

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