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

In the Matter of the Accusation Against**:** **RIGA BUILDERS, INC.** **DBA ECO RENOVATE PROS** **ILYA BORIS NODEL, RMO/CEO/PRES** 3970 Atlantic Ave., #203 Long Beach, CA 90807 Contractor's License No. 1054754, B Respondent.	Case No. N2025-123 **ACCUSATION**

PARTIES

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

2. On or about June 17, 2019, the Registrar of Contractors (Registrar) issued Contractor's License Number 1054754 in Classification B (General Building Contractor) to RIGA Builders, Inc., dba Eco Renovate Pros; Ilya Boris Nodel, RMO/CEO/PRES (Respondent). The Contractor's License was suspended between February 2, 2023, and April 3, 2023, for violation of Business and Professions Code section 7125.2. The Contractor's License was in full force and effect at all times relevant to the charges brought herein, except for the suspension period, and will expire on June 30, 2027, unless renewed.

JURISDICTION

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

4. Section 118, subdivision (b), of the Code, states:

> The suspension, expiration, or forfeiture by operation of law of a license issued by a board in the department, or its suspension, forfeiture, or cancellation by order of the board or by order of a court of law, or its surrender without the written consent of the board, shall not, during any period in which it may be renewed, restored, reissued, or reinstated, deprive the board of its authority to institute or continue a disciplinary proceeding against the licensee upon any ground provided by law or to enter an order suspending or revoking the license or otherwise taking disciplinary action against the licensee on any such ground.

5. Section 7076.5, subdivision (h), of the Code states:

> The inactive status of a license shall not bar any disciplinary action by the board against a licensee for any of the causes stated in this chapter.

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

7. Section 7106.5 of the Code 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.

8. Section 7121.5 of the Code states:

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

STATUTORY PROVISIONS

9. Section 7107 of the Code states:

> Abandonment without legal excuse of any construction project or operation

engaged in or undertaken by the licensee as a contractor constitutes a cause for disciplinary action.

10. Section 7109 of the Code states:

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

(b) A willful departure from or disregard of plans or specifications in any material respect, which is prejudicial to another, without the consent of the owner or his or her duly authorized representative and without the consent of the person entitled to have the particular construction project or operation completed in accordance with such plans or specifications, constitutes a cause for disciplinary action.

11. Section 7110 of the Code states:

Willful or deliberate disregard and violation of the building laws of the state, or 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:

…

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

12. Section 7113 of the Code states:

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

13. Section 7118 of the Code states:

Entering into a contract with a contractor while such contractor is not licensed as provided in this chapter constitutes a cause for disciplinary action.

14. Section 7125.4 of the Code states:

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

(b) Any qualifier for a license who, under Section 7068.1, is responsible for assuring that a licensee complies with the provisions of this chapter is also guilty of a misdemeanor for committing or failing to prevent the commission of any of the acts that are cause for disciplinary action under this section.

15. Section 7159 of the Code states:

(a)

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

…

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

(b) For purposes of this section, "home improvement contract" means an agreement, whether oral or written, or contained in one or more documents, between a contractor and an owner or between a contractor and a tenant, regardless of the 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:

…

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

…

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

…

(9) If payments, other than the downpayment, are to be made before the project 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):

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

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

….

16. Section 7159.5 of the Code states:

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.

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

…

(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.

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COST RECOVERY, RESTITUTION AND OTHER AUTHORITY

17. Section 125.3 of the Code states, in pertinent part:

(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.

….

18. Section 11519 of the Government Code states:

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

(b) A stay of execution may be included in the decision or if not included therein may be granted by the agency at any time before the decision becomes effective. The stay of execution provided herein may be accompanied by an express condition that respondent comply with specified terms of probation provided;

provided, however, that the terms of probation shall be just as reasonable in light of the findings and decision.

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

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

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

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

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

19. Section 143.5, subdivision (b), of the Code states:

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

20. Section 7095 of the Code states:

(a) The decision may:

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

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

(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 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 registrar.

(4)

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

(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 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.

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

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

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

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

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

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

21. Section 7097 of the Code states:

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 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 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 without further notice.

22. Section 7098 of the Code 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. Section 7102 of the Code 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.

FACTUAL ALLEGATIONS

24. On or about October 13, 2022, C.M. (the homeowner) entered into a written home improvement contract with Respondent, and provided a $1,000 deposit, for a home remodel and the addition of an accessory dwelling unit (ADU) at her property in Costa Mesa, California (Costa Mesa Project). The contract was sold by Ilya Boris Nodel, who identified himself as owner of the company, and was C.M.'s point of contact for the entirety of the project. Mr. Nodel told C.M. that as a "design build firm," he would also help her with project design, which was to include having Respondent's architect make required permit corrections to plans which had been developed before Respondent had been hired.

25. The initial agreement was for the contract price of $374,770. The contract referenced an "estimate" which contained a project description more than three pages in length, enumerating certain parts of the project under the following five headings: Bathroom Addition, Kitchen Remodel, Master Bedroom Remodel, Garage to ADU Conversion, and Existing Residence. The "estimate" concluded with the following fifteen item "Payment Schedule":

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Payment Schedule:
Deposit: 1000
Staging/Demo: 55000
Prep Foundation/Pads: 25770
Foundation/Pad Complete: 24000
Framing Addition/Roof/Interior: 40000
Roughs/Mechanical/AC: 75000
Insulation/Subfloor: 20000
Drywall/Roof: 35000
Flooring/Interior Carpentry: 20000
Interior/Exterior Lathe: 16000
Tile/Hardscape : 16000
Interior Paint Prep & Prime: 16000
Paint Complete: 16000
Finished P & E fixtures: 10000
Detailing/Final Walk Thru: 5000

26. Work commenced on or about November 1, 2022. Respondent failed to obtain required permits prior to the commencement of work. Respondent did not obtain a building permit from the City of Costa Mesa until on or about December 19, 2022, and failed to obtain a required sewer permit from the Costa Mesa Sanitary District at any point during the project.

27. On or about November 3, 2022, Respondent requested and received $55,000 for "staging/demo," a payment in excess of work performed or material delivered. As the project progressed, C.M. made additional excess payments to Respondent as instructed, payments which were frequently also intended to cover partial progress without proper relation to a written progress payment schedule. Illustratively, C.M.'s subsequent five payments to Respondent totaling $154,751.40,[1] and their intended purpose, were as follows:

- **December 19, 2022**, $4,000 for *Plans*,
- **January 23, 2023**, $4,481.36 for *Permit fee*,
- **February 2, 2023**, $50,770 for *Prep foundation pad, Partial for Framing, Addition/Roof/Interior*,
- **March 5, 2023**, $34,500 for *Foundation/Pad complete and $10,500 for four change orders*,
- **March 14, 2023**, $65,000 for *15k remainder of $40k framing, Addition/Roof Interior and $50k partial payment of Rough/Mechanical/AC.*

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[1] These initial payments were made by check, and payment on each cleared within a few days.

28. Respondent generated approximately thirty "Owner Invoice[s]," each under a short "Invoice Title." The title on the first two invoices were "Deposit" and "Staging/Demo," and these recorded the true payment dates and amounts from C.M. The next thirteen invoices continued to track the fifteen item "Payment Schedule" from the end of Respondent's original "estimate."[2] Invoices 3 through 30, however, produced Respondent's accounting of certain amounts paid or due, without regard for true and complete payment dates and amounts from C.M. Illustratively, the subsequent initial invoices reported as follows:[3]

- **Invoice 0003**, $25,770 paid March 1, 2023, for *Prep Foundation/Pads*,
- **Invoice 0004**, $24,000 paid March 14, 2023, for *Foundation/Pad Complete*,
- **Invoice 0005**, $40,000 paid March 1, 2023, and March 14, 2023, for *Framing Addition/Roof/Interior*,
- **Invoice 0006**, $75,000 paid March 14, 2023, April 25, 2023, for *Roughs Complete*,
- **Invoice 0007**, $20,000 paid May 10, 2023, for *Insulation/Subfloor*.

29. Respondent also generated approximately nineteen (19) purported change orders beginning on or about March 1, 2023, and through June 15, 2023.[4] The changes were generally discussed and presented to C.M, but Respondent failed to secure C.M.'s signature on each purported change order prior to the portion of work covered by each change order. These changes would have increased the contract price by approximately $83,590.16, to $458,360.16.

30. Respondent continued to receive payments in excess of work performed or material delivered, and payments intended to cover partial progress without proper relation to a written progress payment schedule, under the unsigned change orders. Multiple purported change orders and invoices expressly referenced either a "50% deposit" requirement or a charge for 50% of certain work. Neither the invoices, nor the unsigned change orders, tracked true and complete project payments actually received from C.M.

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[2] The payment schedule in Respondent's estimate is reproduced above, as part of paragraph 25.
[3] Excluding the deposit and initial $55,000 payment, C.M.'s actual payment total to Respondent as of May 10, 2023, was $238,183.33, not $184,770 as reflected below in invoices 3 through 7, and the payment dates reported in invoices 3 through 7 do not match actual payment dates.
[4] The format of the change orders was similar, but not identical to, the invoice format.

31. Payment and progress disputes eventually arose between Respondent and C.M. Respondent insisted on continued progress payments. C.M. had become concerned over such continued payments for partial work, particularly as it became apparent the project would not be complete by the date she had discussed with Respondent when the contract was first signed.[5] C.M. also learned that Respondent had contracted for the Costa Mesa Project with unlicensed contractor Romana Art Cabinetry, Inc., on or about April 5, 2023, to fabricate and install cabinets for $35,950, with half of the contract amount due upon execution of that contract, 40% due "UPON DELIVERY,INSTALLATION," and the final 10% due "UPON ALL FINISHINGS."

32. Respondent's work on the Costa Mesa Project ended on or about June 27, 2023. At this time C.M. was on a trip when Respondent requested a $35,000 progress payment for the installation of the drywall in the ADU. C.M. had reason to believe the ADU drywall installation was not fully complete, and when the parties could not reach an agreement about a partial payment of this amount,[6] C.M informed Respondent that she would be back from her trip in a week, whereupon she would personally confirm the completion of the drywall installation. Respondent had threatened to stop work on the project, and on the date in question, he e-mailed the City of Costa Mesa to have himself removed from the permit.

33. When C.M. returned from her trip the following Monday, she found the e-mail notification from the City of Costa Mesa Building Department stating that her contractor had removed itself from the permit. On or about July 5, 2023, Respondent filed a mechanic's lien against C.M.'s property in the amount of $61,000. C.M. was forced to post a bond pending the resolution of the matter. By this time, Respondent had received payments totaling $341,912.21 from C.M. Respondent abandoned the project without legal excuse and failed to complete the project for the contract amount. Unfinished work included the following:

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[5] Respondent and C.M. had also previously conferred about completing the ADU first, so that C.M. could live there while the main house was completed, but the ADU was eventually also not near enough to completion as the original June 30, 2023, completion deadline approached. C.M. also began to experience health complications that made it difficult for her to continue to engage with Respondent concerning their payment and progress disputes.

[6] An agent for C.M. had visited the property during C.M.'s absence, and then met with Respondent where she offered him a $16,000 payment from C.M. Respondent has claimed he offered to allow C.M. to "hold back" $10,000 instead, presumably meaning he required a $25,000 progress payment for him to continue work at that time.

a. Failure to install wood flooring.

b. Failure to plumb steam oven.

c. Failure to plumb outdoor pool shower and install shower head.

d. Failure to supply and install lighting fixtures, switches, and plugs.

e. Failure to install ADU dryer vent.

f. Failure to install ADU stove vent.

g. Failure to install HVAC attic catwalk as required by building inspector.

h. Failure to install attic ladders.

i. Failure to install rain gutters on portions of new roof.

j. Failure to test Title 24/Home Energy Rating System.

k. Failure to provide 3D colored plan renderings.

l. Failure to paint the interior.

m. Failure to install kitchen cabinets.

n. Failure to perform master bathroom stonework.

o. Failure to install master bathroom and ADU bathroom shower doors.

p. Failure to perform work on the kitchen and ADU kitchen backsplash.

q. Failure to install appliances.

r. Failure to install ADU and main house attic flooring.

s. Failure to install entryway cabinets, laundry cabinets, and tool cabinets.

t. Failure to complete wiring in the attic and strap the water heater.

u. Failure to complete the ADU cabinets; missing door fronts and trims.

v. Failure to complete finish work such as casings around windows.

34. On or about May 9, 2025, a Board industry expert inspected the Costa Mesa Project and determined that Respondent's work did not meet accepted trade standards and did not conform to contract plans and specifications.[7] A financial injury was not fixed at the time of the Board's investigation because Respondent and C.M. are currently engaged in a civil lawsuit.[8]

[7] Multiple potential defects were categorized as indeterminate rather than defective because of description ambiguities contained in the unsigned change orders.

[8] Orange County Superior Court, Case Number 30-2023-0136997-CU-FR-NJC.

FIRST CAUSE FOR DISCIPLINE

(Abandonment)

35. Respondent has subjected its contractor's license to disciplinary action under Code section 7107 in that it abandoned the Costa Mesa Project without legal excuse, when work remained to be performed, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this refence.

SECOND CAUSE FOR DISCIPLINE

(Departure From Industry Standards)

36. Respondent has subjected its contractor's license to disciplinary action under Code section 7109, subdivision (a), in that on the Costa Mesa Project, Respondent departed from accepted trade standards, as more fully detailed at paragraphs 24 through 34, which are incorporated here by reference, including in the following respects:

a. Respondent failed to align "L" metal liner on base of home.

b. Respondent failed to install the furring materials required to align the finished wall surface with the existing garage conversion ADU concrete curb.

c. Respondent installed windows at uneven head heights due to inconsistent window openings as previously rough framed.

d. Respondent failed to install master closet and bathroom interior doors that duplicate and are consistent with existing interior doors in style, type, and finish.

e. Respondent failed to properly install new foundation slab, which caused flooring elevations in the master bedroom and master closet interface to have excessive finished flooring tilt.

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THIRD CAUSE FOR DISCIPLINE

(Departure From Plans and Specifications)

37. Respondent has subjected its contractor's license to disciplinary action under Code section 7109, subdivision (b), in that Respondent departed from plans and specifications, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this reference, including in the following respects:

a. Respondent omitted the HVAC 4-ton heat pump and air handler units.

b. Respondent failed to install the furring materials required to align the finished wall surface with the existing garage conversion ADU concrete curb.

FOURTH CAUSE FOR DISCIPLINE

(Failure to Obey Building Laws)

38. Respondent has subjected its contractor's license to disciplinary action under Code section 7110 in that Respondent failed to secure required permits before commencement of work, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this reference.

FIFTH CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price)

39. Respondent has subjected its contractor's license to disciplinary action under Code section 7113 in that Respondent failed to complete the Cost Mesa Project for the contract price, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this refence.

SIXTH CAUSE FOR DISCIPLINE

(Contracted With Unlicensed Contractor)

40. Respondent has subjected its contractor's license to disciplinary action under Code section 7118, in that Respondent contracted with unlicensed contractor Romana Art Cabinetry, Inc., to provide and install cabinets at Costa Mesa Project, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this reference.

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SEVENTH CAUSE FOR DISCIPLINE

(Violation of the Home Improvement Contract Provisions)

41. Respondent has subjected its contractor's license to disciplinary action under Code section 7159, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this reference, as follows:

a. Subdivision (d): Respondent failed to obtain a written copy of each change order signed by both parties prior to commencement of covered work.

b. Subdivision (d)(9): Respondent failed to include required progress payment details in the written contract, and any changes to the contract, where payments other than the downpayment were made and requested before the Costa Mesa Project was completed.

EIGHTH CAUSE FOR DISCIPLINE

(Failure to Comply with the Home Improvement Contract Requirements)

42. Respondent has subjected its contractor's license to disciplinary action under Code section 7159.5, subdivision (a)(5), in that Respondent requested and received from the homeowner payments in excess of work performed or material delivered, as more fully detailed at paragraphs 24 through 34, which are incorporated here by this reference.

CAUSE FOR OTHER ACTION

(Restrictions on Qualifier – Ilya Boris Nodel)

43. Pursuant to Code section 7121.5, if license number 1054754 issued to Respondent Riga Builders, Inc., dba Eco Renovate Pros, is revoked or suspended, then Ilya Boris Nodel 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 Ilya Boris Nodel other than as a bona fide nonsupervising employee shall be subject to disciplinary action.

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PRAYER

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

1. Ordering the revocation or suspension of Contractor's License Number 1054754 issued to Riga Builders, Inc., dba Eco Renovate Pros, pursuant to Code section 7090;

2. Ordering restitution of all damages according to proof suffered by C.M. as a condition of probation in the event probation is ordered for Respondent Riga Builders, Inc., dba Eco Renovate Pros, pursuant to Government Code section 11519, subdivision (d);

3. If revocation of Contractor's License Number 1054754 issued to Riga Builders, Inc., dba Eco Renovate Pros, is ordered, an order for restitution of all damages suffered by C.M. as a result of Riga Builders, Inc., dba Eco Renovate Pros' conduct as a contractor shall issue, as a condition precedent to any future restoration of Contractor's License Number 1054754, or before any new license is issued;

4. Ordering Respondent Riga Builders, Inc., dba Eco Renovate Pros, 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 Riga Builders, Inc., dba Eco Renovate Pros, 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 Ilya Boris Nodel 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: 11/19/2025

Brian Melvin

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

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