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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: **EVR GARD CONSTRUCTION,** 5711 W. Slauson Ave., #150 Culver City, CA 90230 RANDOLPH JAMES MALVEAUX, RMO/CEO-President, ERMA JEAN MALVEAUX, Officer Contractor's License No. 621683, Respondent. --- **RANDY JAMES MALVEAUX,** 5711 W. Slauson Ave., Ste 150 Culver City, CA 90230 RANDOLPH JAMES MALVEAUX, Sole Owner Contractor's License No. 353838, **PARADISE MANAGEMENT AND DEVELOPERS INC.,** 5711 W. Slauson Ave., #150 Culver City, CA 90230 ERMA JEAN MALVEAUX, RMO/CEO-President, RANDOLPH JAMES MALVEAUX, Officer, RANDI JEAN MALVEAUX, Officer Contractor's License No. 809155,	Case No. N2012-259 **A C C U S A T I O N**

ERMA MALVEAUX,
5711 W. Slauson Ave., #150
Culver City, CA 90230
ERMA JEAN MALVEAUX, Sole Owner

Contractor's License No. 753182,

and

KVS ENTERPRISES INC.,
4 Conch Reef
Aliso Viejo, CA 92656
ERMA JEAN MALVEAUX, RMO/CEO-President,
KENT VISER SMITH, Officer

Contractor's License No. 891138

Affiliated Parties.

Complainant alleges:

PARTIES

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

License Histories

EVR Gard Construction

2. On or about June 10, 1991, the Registrar of Contractors (Registrar) issued Contractor's License No. 621683 to EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer (Respondent). 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, 2015, unless renewed.

Randy James Malveaux

3. On or about April 12, 1978, the Registrar issued Contractor's License No. 353838 to Randy James Malveaux, Randolph James Malveaux, Sole Owner (Affiliated Party). The Contractor's License will expire on November 30, 2015, unless renewed.

Paradise Management and Developers Inc.

4. On or about June 10, 2002, the Registrar issued Contractor's License No. 809155 to Paradise Management and Developers Inc., Erma Jean Malveaux, RMO/CEO-President,

Randolph James Malveaux, Officer, Randi Jean Malveaux, Officer (Affiliated Party). The Contractor's License expired on June 30, 2012, and has not been renewed.

Erma Malveaux

5. On or about August 19, 1998, the Registrar issued Contractor's License No. 753182 to Erma Malveaux, Erma Jean Malveaux, Sole Owner (Affiliated Party). The Contractor's License will expire on August 31, 2016, unless renewed.

KVS Enterprises Inc.

6. On or about February 16, 2007, the Registrar issued Contractor's License No. 891138 to KVS Enterprises Inc., Erma Jean Malveaux, RMO/CEO-President, Kent Viser Smith, Officer (Affiliated Party). The Contractor's License expired on February 28, 2013, and has not been renewed.

JURISDICTION

7. 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 unless otherwise indicated.

8. Section 118, subdivision (b), provides that the expiration of a license shall not deprive the Registrar of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated. Under section 7076.1, the Registrar may reinstate a cancelled license if the licensee pays all of the fees and meets all of the qualifications and requirements for obtaining an original license.

9. Section 7076.5 provides that the inactive status of a license shall not bar any disciplinary action for violating provisions of the Contractors' State License Law (Bus. & Prof. Code, § 7000, et seq.).

10. 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.

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11. Section 7095 states that the Registrar in making his order may:

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

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

"(c) Impose upon the licensee compliance with such specific conditions as may be just in connection with its 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."

12. Sections 7097 and 7098 provides that when any license has been suspended or revoked following a hearing, the Registrar may suspend or revoke any additional license issued in the name of the licensee or for which the licensee furnished qualifying experience and appearance under the provisions of 7068, without further notice.

13. Section 7106.5 provides that the expiration, cancellation, forfeiture, 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 the license 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.

14. 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."

15. 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."

16. Section 7122 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 other than the individual qualifying on behalf of the individual or entity, if the licensee was a partner, officer, director, manager, or associate of that individual, partnership, corporation, limited liability company, firm, or association at the time the act or omission occurred, and had knowledge of or participated in the prohibited act or omission."

17. 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."

18. Section 7141 states:

"Except as otherwise provided in this chapter [the Contractors' State License Law], a license that has expired may be renewed at any time within five years after its expiration by filing an application for renewal on a form prescribed by the registrar, and payment of the appropriate renewal fee. Renewal under this section shall be effective on the date an acceptable renewal application is filed with the board. The licensee shall be considered unlicensed and there will be a break in the licensing time between the expiration date and the date the renewal becomes effective. If the license is renewed after the expiration date, the licensee shall also pay the delinquency fee prescribed this chapter [the Contractors' State License Law]. If so renewed, the license shall continue in effect through the date provided in Section 7140 which next occurs after the effective date of the renewal, when it shall expire if it is not again renewed.

"If a license is not renewed within five years, the licensee shall make application for a license pursuant to Section 7066."

STATUTORY PROVISIONS

19. Section 7109, subdivision (a), states that "[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."

20. Section 7113 states that "[f]ailure 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."

21. Section 7116 states that "[t]he doing of any wilful or fraudulent act by the licensee as a contractor in consequence of which another is substantially injured constitutes a cause for disciplinary action."

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22. Section 7159 states, in pertinent part:

"(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, his or her agent or salesperson, or by a person subject to be licensed under this chapter, to provide the specified information, notices, and disclosure in the contract, or to otherwise fail to comply with any provision of this section, is cause for discipline.

. . . .

"(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:

. . . .

"(4) A statement that, upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any claim or mechanics lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

. . . .

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

. . . .

"(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 any work covered by the contract or 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:

. . .

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

. . . .

"(C) The following statement in at least 12-point type"

"THE DOWN PAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS."

"(9) If any payments, other that the down payment, is 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 any materials and equipment to be supplied.

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

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

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

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

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

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

"(11) The estimated completion date of the work shall be referenced in the contract in

substantially the following form:

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

"(B) The approximate date of completion.

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

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

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

"(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 as specified or, if otherwise authorized under this subdivision, may be provided as an attachment to the contract:

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

. . . .

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

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

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

"MECHANICS LIEN WARNING:

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 mortgage or home equity loan, made against your property and recorded with the 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 20-day Preliminary Notice. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

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 CSLBs Web site 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."

". . . ."

23. Section 7159.5 states, in pertinent part:

"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, who is licensed or subject to be licensed pursuant to this chapter with regard to the transaction.

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

. . . .

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

. . . .

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

COST RECOVERY / RESTITUTION

24. Section 125.3 provides that the Registrar may request the administrative law judge to 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.

25. Government Code section 11519, subdivision (d), provides that the Registrar may require restitution of damages suffered as a condition of probation in the event probation is ordered.

RODNEY PROJECT

26. On or about May 7, 2011, Respondent entered into a written agreement with Marie Rodney to complete fire restoration and renovation to her residence located on 106th Street in the city of Los Angeles, California, for the amount of $89,290.80 (Rodney Project). Respondent made contact with the homeowner during the fire departments' rescue of the property, and provided an attorney to the homeowner for negotiations with her insurance carrier. Respondent was paid in full prior to work beginning. Work began on or about September 1, 2011, and ended on or about October 31, 2011. An industry expert estimated the costs to correct/complete Respondent's work to be approximately $54,721.65.

FIRST CAUSE FOR DISCIPLINE

(Departure From Accepted Trade Standards)

27. Respondent is subject to disciplinary action under section 7109, subdivision (a), in that on the Rodney Project, Respondent willfully departed from accepted trade standards for good

and workmanlike construction in the following material respects:

a. The roofing contractor did not properly complete detailed work in that he failed to maintain a uniform appearance extending from the eave to the ridge on two (2) gable ends of the roof. The standard of the industry is to properly complete the detail work.

b. The contract/Xactimate stated the contractor would install two (2) coats of plaster over ½ inch gypsum core blue board on the walls throughout the interior of the house and acoustic plaster over the metal lath on the ceiling throughout the interior of the home. The contractor instead provided and installed drywall on the walls and ceilings throughout the interior of the home. The standard of the industry is to provide and install what the contract/agreement specifies.

c. The Xactimate estimate attached to the home improvement contract to describe the scope of work specified the contractor was to remove and replace the hardwood flooring throughout the living room and dining room. The documents also specified to sand and finish the newly installed hardwood floors with additional coats of finish to be applied. However, new hardwood floors with additional coats of finish to be applied. However, new hardwood flooring was not provided and installed and the original hardwood flooring was sanded and finished throughout the continuous living room and dining room. The standard of the industry is to provide and install what the agreement specifies.

d. The contractor installed the ceramic floor tiles throughout the kitchen, which is continuous with the laundry room and the hallway bathroom, with grout joints that were not straight and of even widths. The standard of the industry is that grout joints between ceramic tiles should be straight and of even widths.

e. The contractor failed to mask and cover adjacent surfaces during the painting process. The standard of the industry is that during the painting process, adjacent surfaces should be masked and covered to protect them.

f. The contractor damaged the exposed side panel on the full height kitchen cabinet when a screw penetrated through the panel. The standard of the industry is that screws should not protrude through and damaged exposed sections of cabinet panels.

g. The contractor did not perform an interior cleaning after the completion of the project. Standard of the industry is to perform tasks agreed upon in the contract. The contractor agreed to perform clean up after completion of the project.

SECOND CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price Stated)

28. Respondent is subject to disciplinary action under section 7113, in that on the Rodney Project, Respondent failed in a material respect to complete the project for the contract price, and the homeowner will be required to spend substantial amounts to complete the project in accordance with the contract.

THIRD CAUSE FOR DISCIPLINE

(Willful and / or Fraudulent Act)

29. Respondent is subject to disciplinary action under section 7116, in that on the Rodney Project, Respondent committed willful and / or fraudulent acts causing substantial injury when it contracted for, was paid for, and failed to:

a. install plaster walls and ceilings, and

b. remove and replace hardwood flooring in the living and dining room areas.

FOURTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Form Requirements)

30. Respondent is subject to disciplinary action under section 7159, in that on the Rodney Project, Respondent violated home improvement contract drafting requirements by failing as follows:

a. Section 7159(c)(4). Respondent failed to include a statement regarding unconditional claim/lien release to be provided for any portion of work for payments made.

b. Section 7159(c)(6). Respondent failed to include a statement near the signatures of contractor and owner, stating owner or tenant has the right to require a performance and payment bond.

c. Section 7159(d)(8)(C). Respondent failed to provide a statement in at least 12 point bold face type about down payment limitations.

d. Section 7159(d)(9)(A). Respondent failed to provide a heading "Schedule of Progress Payments."

e. Section 7159(d)(9)(B). Respondent failed to state each progress payment in dollars and cents and/or did not specifically reference the amount of work or services to be performed and any additional materials and equipment to be supplied.

f. Section 7159(d)(9)(C). Respondent failed to include the necessary notice in 12 point type bold face print of the work to be performed and any materials and equipment to be supplied.

g. Section 7159(d)(10)(A). Respondent failed to include a statement that describes what constitutes substantial commencement of work under the contract.

h. Section 7159(d)(10)(B). Respondent failed to include the heading of "Approximate Start Date."

i. Section 7159(d)(10)(C). Respondent failed to include the approximate date on which work will be commenced.

j. Section 7159(d)(11)(A). Respondent failed to include the heading "Approximate Completion Date."

k. Section 7159(d)(11)(B). Respondent failed to include the approximate date of completion.

l. Section 7159(d)(12). Respondent failed to include a heading stating the list of documents being part of the contract.

m. Section 7159(d)(13). Respondent failed to include the heading "Note about Extra Work and Change Orders" and/or failed to include the required statement.

n. Section 7159(e)(1). Respondent failed to include a notice regarding attachments to the contract.

o. Section 7159(e)(3)(A). Respondent failed to provide a statement that the buyer may not require the contractor to perform extra or change order work without written authorization prior to the commencement of any work by the new change order.

p. Section 7159(e)(4). Respondent failed to provide the required heading of mechanics lien warning and the required notice.

FIFTH CAUSE FOR DISCIPLINE

(Excessive Down Payment)

31. Respondent is subject to disciplinary action under section 7159.5, subdivision (a)(3), in that on the Rodney Project, Respondent requested and received a down payment exceeding the lesser of $1,000.00 or 10% of the contract amount.

SIXTH CAUSE FOR DISCIPLINE

(Excessive Payments)

32. Respondent is subject to disciplinary action under section 7159.5, subdivision (a)(5), in that on the Rodney Project, Respondent received and / or requested payment in excess of the value of the work performed or materials delivered.

OTHER MATTERS

33. Pursuant to sections 7097 and 7098 , if license No. 621683 issued to Respondent is suspended or revoked, the Registrar may suspend or revoke, without notice, any other license issued in the name of Randolph James Malveaux or Erma Jean Malveaux or for which Randolph James Malveaux or Erma Jean Malveaux furnished the qualifying experience and appearance.

34. Pursuant to sections 7121, 7121.5, 7122, and or 7122.5, if discipline is imposed on license No. 621683 issued to Respondent, Randolph James Malveaux and Erma Jean Malveaux shall be prohibited from serving as an officer, director, associate, partner, manager, or qualifying individual, or member of the personnel of record of a licensee of any licensee during the time the discipline is imposed, and any licensee which employs, elects, or associates Randolph James Malveaux or Erma Jean Malveaux shall be subject to disciplinary action.

PRAYER

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

As to EVR Gard Construction

1. Revoking or suspending Contractor's License No. 621683 issued to EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer;

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2. Prohibiting Randolph James Malveaux and Erma Jean Malveaux from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 621683, issued to EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer;

3. Revoking or suspending any other license for which Randolph James Malveaux and Erma Jean Malveaux are furnishing the qualifying experience or appearance;

4. Ordering restitution of all damages according to proof suffered by Marie Rodney, as a condition of probation in the event probation is ordered;

5. Ordering restitution of all damages suffered by Marie Rodney as a result of Randolph James Malveaux and Erma Jean Malveaux's conduct as a contractor, as a condition of restoration of license No. 621683, issued to EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer;

6. Ordering EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer to pay the Registrar his costs in the investigation and enforcement of the case according to proof at the hearing, pursuant to section 125.3;

7. Ordering EVR Gard Construction, Randolph James Malveaux, RMO/CEO-President, Erma Jean Malveaux, Officer to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Randy James Malveaux

8. Revoking or suspending Contractor's License No. 353838 issued to Randy James Malveaux, Randolph James Malveaux, Sole Owner;

9. Prohibiting Randolph James Malveaux from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 353838, issued to Randy James Malveaux, Randolph James Malveaux, Sole Owner;

10. Revoking or suspending any other license for which Randolph James Malveaux is furnishing the qualifying experience or appearance;

11. Ordering Randy James Malveaux, Randolph James Malveaux, Sole Owner to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion

date of each;

As to Paradise Management and Developers Inc.

12. Revoking or suspending Contractor's License No. 809155 issued to Paradise Management and Developers Inc., Erma Jean Malveaux, RMO/CEO-President, Randolph James Malveaux, Officer, Randi Jean Malveaux, Officer;

13. Prohibiting Erma Jean Malveaux and Randolph James Malveaux from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 809155, issued to Paradise Management and Developers Inc., Erma Jean Malveaux, RMO/CEO-President, Randolph James Malveaux, Officer, Randi Jean Malveaux, Officer;

14. Revoking or suspending any other license for which Erma Jean Malveaux or Randolph James Malveaux are furnishing the qualifying experience or appearance;

15. Ordering Paradise Management and Developers Inc., Erma Jean Malveaux, RMO/CEO-President, Randolph James Malveaux, Officer, Randi J. Malveaux, Officer to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to Erma Malveaux

16. Revoking or suspending Contractor's License No. 753182 issued to Erma Malveaux, Erma Jean Malveaux, Sole Owner;

17. Prohibiting Erma Jean Malveaux from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 753182, issued to Erma Malveaux, Erma Jean Malveaux, Sole Owner;

18. Revoking or suspending any other license for which Erma Jean Malveaux is furnishing the qualifying experience or appearance;

19. Ordering Erma Malveaux, Erma Jean Malveaux, Sole Owner to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to KVS Enterprises Inc.

20. Revoking or suspending Contractor's License No. 891138 issued to KVS Enterprises

Inc., Erma Jean Malveaux, RMO/CEO-President, Kent Viser Smith, Officer;

21. Prohibiting Erma Jean Malveaux from serving as an officer, director, associate, partner, or qualifying individual of any licensee during the period that discipline is imposed on license No. 891138, issued to KVS Enterprises Inc., Erma Jean Malveaux, RMO/CEO-President;

22. Revoking or suspending any other license for which Erma Jean Malveaux is furnishing the qualifying experience or appearance;

23. Ordering KVS Enterprises Inc., Erma Jean Malveaux, RMO/CEO-President, Kent Viser Smith, Officer to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

As to All

24. Taking such other and further action as deemed necessary and proper.

DATED: October 1, 2013

Heather Henderson
for

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

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