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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: **SUPREME REMODELING INC.** **MICKY KANIAN, RMO/CEO/PRES** **PATRICK DORAN, DIRECTOR** 14545 Victory Blvd., Unit 401 Van Nuys, CA 91411 Contractor's License No. 939981, B Respondent.	Case No. N2022-108 **ACCUSATION**

PARTIES

1. Thomas Jager (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 November 10, 2009, the Registrar of Contractors (Registrar) issued Contractor's License Number 939981 in Classification B (General Building) to Supreme Remodeling Inc. (Respondent Supreme). The Contractor's license was in full force and effect at all times relevant to the charges brought herein and will expire on November 30, 2023, unless renewed. Micky Kanian (Respondent Kanian) associated as the responsible managing officer

(RMO), chief executive officer (CEO) and president (PRES) on November 16, 2016. Patrick Doran (Respondent Doran) is listed as Director in the California Secretary of State Statement of Information Filed on July 13, 2021.

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 of the Code 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.

9. 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

10. Section 7083 of the Code states:

. . . .

(c) Failure to notify the registrar of the changes within the 90 days is grounds for disciplinary action.

11. Section 7109 of the Code states:

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

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

12. Section 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.

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13. Section 7117, subdivision (b) of the Code states:

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

14. Section 7159 of the Code states:

. . . .

(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:

. . . .

(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 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.

. . . .

(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 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:

. . . .

(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 '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 CSLB's Internet 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."

(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 Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

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

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

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

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

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

(B) "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."

(C) The "Three-Day Right to Cancel" 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.

COST RECOVERY, RESTITUTION AND OTHER AUTHORITY

15. 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.

. . .

16. 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.

17. 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.

18. Section 7095 of the Code states:

The decision 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 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.

19. 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.

20. 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.

21. 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.

N. CRESCENT HEIGHTS BLVD. PROJECT

22. On or about October 9, 2020, R.R. entered into a written agreement with Respondent Kanian on behalf of Respondent Supreme to remodel her kitchen for $42,000.00 located on N. Crescent Heights Blvd., West Hollywood (N. Crescent Heights Blvd. Project). Work began on October 15, 2020 and ceased on April 8, 2021, after the work was completed. R.R. paid Respondent Supreme $43,958.79.

23. On or about March 15, 2022, a Board Industry Expert inspected the N. Crescent Heights Blvd. Project and found that some of the work relating to the remodel of the kitchen did not meet accepted trade standards. The Board Industry Expert estimated the cost to correct and complete the work to be $24,243.09. Respondent Supreme also failed to comply with the Home Improvement Contract Form requirements.

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FIRST CAUSE FOR DISCIPLINE

(Departure from Accepted Trade Standards)

24. Respondent Supreme has subjected its license to disciplinary action under section 7109, subdivision (a), in that on the N. Crescent Heights Blvd. Project, it willfully departed in a material respect from accepted trade standards for good and workmanlike construction, as follows:

a. Respondent Supreme installed an unnecessarily large opening cut out of cabinet backing, with rough cut edges and cuts that extend beyond the edges of the opening into the adjacent cabinet back panel. Respondent Supreme also installed a metal box that only covered a small portion of the opening.

b. Respondent Supreme installed four (4) peninsula cabinet drawers that cannot be fully extended/opened because they hit against the adjoining range.

c. Respondent Supreme installed a right-facing cabinet drawer glide with the facing side of the kitchen range not attached, causing the drawer to be loose, preventing it from opening and closing smoothly.

d. Respondent Supreme installed a Lazy Susan cabinet door that cannot be opened because it hits against adjoining kitchen range.

e. Respondent Supreme installed second from top drawer and bottom drawer on peninsula cabinet that do not self-soft close.

f. Respondent Supreme installed tops of four cabinet doors on upper wall-mounted cabinet above sink on southern wall that rub slightly against one another when opening and closing and are not mounted with even spacing between them.

g. Respondent Supreme installed cabinets' with the top shelf cut ¾" short from fitting the full depth of the cabinet's interior.

h. Respondent Supreme installed a hole for a front bottom right facing peg drilled 3/16" lower and miss aligned with other holes.

i. Respondent Supreme installed a hole drilled that was too large for upper shelfs' rear left facing support peg and the peg falls out of the hole.

j. Respondent Supreme installed interior cabinet shelving constructed too wide to lay flat/level within the interior of the cabinets.

k. Respondent Supreme installed a vertical section of cabinet face frame that is miss-cut and not straight.

l. Respondent Supreme installed matching painted shoe moldings not installed on all lower kitchen cabinets.

m. Respondent Supreme installed quartz countertop that were cracked and filled with putty in the southwestern corner of countertop.

n. Respondent Supreme installed gap/space between the edge of the peninsula cabinet countertop and the wall.

o. Respondent Supreme installed upper wall-mounted cabinets above the tile backsplash area that were approximately a ½" out of level, that caused an uneven reveal on the top row of backsplash tiles.

p. Respondent Supreme installed an excessively wide grout joint between the edge of the tile and an upper wall-mounted cabinet

q. Respondent Supreme installed slight separations/gaps/spaces where the edges of laminate boards are not completely flush against one another throughout the living room, dining room, and kitchen. Respondent Supreme also installed a larger separation/gap/space in an end joint between laminate floorboards in the hallway.

SECOND CAUSE FOR DISCIPLINE

(Departure From Plans or Specifications)

25. Respondent Supreme has subjected its license to disciplinary action under section 7109, subdivision (b), in that on the N. Crescent Heights Blvd. Project, it willfully disregarded the project plans and specifications in a material respect, as follows:

a. Respondent Supreme installed subfloor/substrate out-of-level: dining room - 3/32" in a one-foot distance; living room 1/8" in a one-foot distance, 1/8" in a 8" distance, and 5/16" in a 10" distance; and hallway - 5/16" in a 9" distance; not per manufacturer's specification of 1/8" in 6' span or 3/16" in a 10' span.

THIRD CAUSE FOR DISCIPLINE

(Failure to Complete Project for Contract Price)

26. Respondent Supreme has subjected its license to disciplinary action under section 7113, in that on the N. Crescent Heights Blvd. Project, it failed to complete the project for the contract price, and the homeowner is required to spend substantial amounts in excess of the contract price to complete the project in accordance with the contract. Complainant refers to, and by this reference incorporates, the allegations contained in paragraphs 22 through 24, as though set forth fully.

FOURTH CAUSE FOR DISCIPLINE

(Violations of Home Improvement Contract Requirements)

27. Respondent Supreme is subject to disciplinary action under section 7159, in that on the N. Crescent Heights Blvd. Project, it violated home improvement contract drafting requirements, as follows:

a. Section 7159, subdivision (d)(8)(C). Respondent Supreme failed to provide a statement in at least a 12 point bold face type as to the down payment limitations, $1,000.00 or 10 percent of the contract price, whichever is less.

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

c. Section 7159, subdivision (d)(10)(B). Respondent Supreme failed to include the heading of "Approximate Start Date".

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

e. Section 7159, subdivision (d)(11)(A). Respondent Supreme failed to include the heading "Approximate Completion Date".

f. Section 7159, subdivision (d)(11)(B). Respondent Supreme failed to include the approximate date of completion.

g. Section 7159, subdivision (d)(13). Respondent Supreme failed to include the heading

"Note about Extra Work and Change Orders" and/or failed to include the statement required by law.

h. Section 7159, subdivision (e)(4). Respondent Supreme failed to provide the required heading of mechanics lien warning and the language required by law within the contract.

i. Section 7159, subdivision (e)(5). Respondent Supreme failed to provide the required notice, in at least 12 point type face print, within the contract, regarding the Contractors State License Board.

j. Section 7159, subdivision (e)(6)(A). Respondent Supreme failed to provide the notice of 'Three-Day Right to Cancel' or "Five-Day Right to Cancel' for contract with a senior citizen and the language required by law, in paragraph B of this section.

k. Section 7159, subdivision (e)(6)(B)(i). Respondent Supreme failed to provide the required language of the "Three-Day Right to Cancel" as required by law.

FIFTH CAUSE FOR DISCIPLINE

(Failure to Notify the Registrar of Change in Director)

28. Respondent Supreme has subjected its license to disciplinary action under section 7083, subdivision (c), in that Respondent Supreme failed to notify the Registrar of the change in personnel within 90 days, in that Patrick Doran is listed as the Director on Respondent Supreme's California Secretary of State-Corporation-Statement of Information that was filed on July 13, 2021, but Patrick Doran, Director, is not listed on the Contractors' State License Board's license.

SIXTH CAUSE FOR DISCIPLINE

(Working with Personnel not on License Record)

29. Respondent Supreme has subjected its license to disciplinary action under Code section 7117, subdivision (b), in that Respondent Supreme failed to have Respondent Patrick Doran, Director on the personnel of record for the Board. Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraph 28, as though set forth fully.

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FIRST CAUSE FOR OTHER ACTION

(Restrictions on Corporate Qualifier – Respondent Micky Kanian)

30. Pursuant to Code section 7121.5, if license number 939981, issued to Respondent Supreme Remodeling, Inc. is revoked or suspended, Respondent Micky Kanian 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 Micky Kanian other than as a bona fide nonsupervising employee shall be subject to disciplinary action.

SECOND CAUSE FOR OTHER ACTION

(Restrictions on Respondent Patrick Doran)

31. Pursuant to Code section 7121, if license number 939981, issued to Respondent Supreme Remodeling, Inc. is revoked or suspended, Respondent Patrick Doran shall be prohibited from serving as an officer, director, associate, partner, manager, qualifying individual, or member of the personnel of record of a licensee in that, while serving as Director of Respondent Supreme Remodeling, Inc., he had knowledge of or participated in the acts or omissions constituting grounds for discipline as alleged in the causes for discipline, above.

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 939981 issued to Respondent Supreme Remodeling Inc., pursuant to Code section 7090;

2. Ordering restitution of all damages according to proof suffered by R.R. as a condition of probation in the event probation is ordered for Respondent Supreme Remodeling Inc. and/or Respondent Micky Kanian, pursuant to Government Code section 11519, subdivision (d);

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3. Ordering Respondent Supreme Remodeling Inc. and/or Respondent Micky Kanian 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;

4. Ordering Respondent Supreme Remodeling Inc. and/or Respondent Micky Kanian 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;

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

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

7. Taking such other and further action deemed proper.

DATED: 8/17/22

THOMAS JAGER
Supervising Special Investigator I
Contractors State License Board
Department of Consumer Affairs
State of California
Complainant

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