

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

In the Matter of the Accusation Against:

INFINITY PAINTING

1574 West Juno Avenue, Apt. 1
Anaheim, CA 92802

DORA MARIA ALVARADO aka
DORA MARIA JERVIS, RMO/CEO/President

Contractor's License No. , **851300**, C33

Respondent

CASE NO. N2012-402

ORDER TO ADOPT
STIPULATED SETTLEMENT

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter. The failure to comply with any of the terms and conditions as set forth in the provisions of probation will be deemed a violation of probation.

IT IS FURTHER ORDERED that **INFINITY PAINTING**, License Number **851300**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$15,000.00, for a period of not less than three years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that respondent shall pay the investigative costs in the amount of \$1,770.39. Monthly payments are to be made in the amount of \$160.95, until completed. Payments are to be made at the end of each month, commencing the first full month after the effective date of this decision.

IT IS THE responsibility of the respondents, named in this Order, to read and follow the Order. The deadlines for meeting the terms and conditions are based upon the EFFECTIVE DATE of this Decision. No notices or reminders will be sent as to compliance with the terms and conditions. Proof of payments of restitution and payments for the Cost of Investigation and Enforcement if ordered, are to be sent to CSLB, Sacramento Case Management, Post Office Box 26888, Sacramento, CA 95826.

This Decision shall become effective on April 3, 2014.

IT IS SO ORDERED February 28, 2014.



Stephen P. Sands
Registrar of Contractors

1 KAMALA D. HARRIS
Attorney General of California
2 ALFREDO TERRAZAS
Senior Assistant Attorney General
3 LAURO A. PAREDES
Deputy Attorney General
4 State Bar No. 254663
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2091
7 Facsimile: (619) 645-2061
Attorneys for Complainant

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

12 In the Matter of the Accusation Against:	Case No. N2012-402
13 INFINITY PAINTING,	STIPULATED SETTLEMENT AND
14 DORA MARIA ALVARADO,	DISCIPLINARY ORDER
15 AKA DORA MARIA JERVIS,	
16 RMO/CEO/PRESIDENT	
17 1574 West Juno Avenue, Apartment #1	
18 Anaheim, CA 92802	
19 Contractor's License No. 851300	
20 Respondent.	

21 In the interest of a prompt and speedy settlement of this matter, consistent with the public
22 interest and the responsibility of the Registrar of Contractors, Contractors' State License Board of
23 the Department of Consumer Affairs, the parties hereby agree to the following Stipulated
24 Settlement and Disciplinary Order which will be submitted to the Registrar for approval and
25 adoption as the final disposition of the Accusation.

26 **PARTIES**

27 1. Wood Robinson ("Complainant") is the Enforcement Supervisor I of the Contractors'
28 State License Board. He brought this action solely in his official capacity and is represented in

1 this matter by Kamala D. Harris, Attorney General of the State of California, by Lauro A.
2 Paredes, Deputy Attorney General.

3 2. Respondent Infinity Painting, Dora Maria Alvarado, aka Dora Maria Jarvis,
4 RMO/CEO/President ("Respondent") is representing itself in this proceeding and has chosen not
5 to exercise its right to be represented by counsel.

6 3. On or about December 15, 2004, the Contractors' State License Board issued
7 Contractor's License No. 851300 to Infinity Painting, Dora Maria Alvarado, aka Dora Maria
8 Jarvis, RMO/CEO/President (Respondent). The Contractor's License was in full force and effect
9 at all times relevant to the charges brought in Accusation No. N2012-402 and will expire on
10 December 31, 2014, unless renewed. On or about July 23, 2013, the Contractor's License was
11 inactivated.

12 JURISDICTION

13 4. Accusation No. N2012-402 was filed before the Registrar of Contractors (Registrar)
14 for the Contractors' State License Board, Department of Consumer Affairs, and is currently
15 pending against Respondent. The Accusation and all other statutorily required documents were
16 properly served on Respondent September 23, 2013. Respondent timely filed its Notice of
17 Defense contesting the Accusation.

18 5. A copy of Accusation No. N2012-402 is attached as exhibit A and incorporated
19 herein by reference.

20 ADVISEMENT AND WAIVERS

21 6. Respondent has carefully read, and understands the charges and allegations in
22 Accusation No. N2012-402. Respondent has also carefully read, and understands the effects of
23 this Stipulated Settlement and Disciplinary Order.

24 7. Respondent is fully aware of its legal rights in this matter, including the right to a
25 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
26 its own expense; the right to confront and cross-examine the witnesses against them; the right to
27 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel
28 the attendance of witnesses and the production of documents; the right to reconsideration and

1 court review of an adverse decision; and all other rights accorded by the California
2 Administrative Procedure Act and other applicable laws.

3 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
4 every right set forth above.

5 **CULPABILITY**

6 9. Respondent admits the truth of each and every charge and allegation in Accusation
7 No. N2012-402.

8 10. Respondent agrees that its Contractor's License is subject to discipline and they agree
9 to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

10 **CONTINGENCY**

11 11. This stipulation shall be subject to approval by the Registrar of Contractors or his
12 designee. Respondent understands and agrees that counsel for Complainant and the staff of the
13 Contractors' State License Board may communicate directly with the Registrar regarding this
14 stipulation and settlement, without notice to or participation by Respondent. By signing the
15 stipulation, Respondent understands and agrees that they may not withdraw its agreement or seek
16 to rescind the stipulation prior to the time the Registrar considers and acts upon it. If the
17 Registrar fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and
18 Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible
19 in any legal action between the parties, and the Registrar shall not be disqualified from further
20 action by having considered this matter.

21 12. The parties understand and agree that Portable Document Format (PDF) and facsimile
22 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
23 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

24 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
25 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
26 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
27 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
28

1 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
2 writing executed by an authorized representative of each of the parties.

3 14. In consideration of the foregoing admissions and stipulations, the parties agree that
4 the Registrar may, without further notice or formal proceeding, issue and enter the following
5 Disciplinary Order:

6 **DISCIPLINARY ORDER**

7 IT IS HEREBY ORDERED that Contractor's License No. 851300 issued to Infinity
8 Painting, Dora Maria Alvarado, aka Dora Maria Jarvis, RMO/CEO/President (Respondent) is
9 revoked. However, the revocation is stayed and Respondent is placed on probation for three (3)
10 years on the following terms and conditions.

11 1. **Obey All Laws.** Respondent shall comply with all federal, state and local laws,
12 including all building laws and uniform codes, governing the activities of a licensed contractor in
13 California.

14 2. **Interviews With Enforcement Representative.** Respondent and any of
15 Respondent's personnel of record shall appear in person for interview with the Registrar or
16 designee upon request and reasonable notice during the probationary period.

17 3. **Completion Of Probation.** Upon successful completion of probation, the
18 Contractor's License license will be fully restored.

19 4. **Violation Of Probation.** If Respondent violates probation or any condition of
20 probation in any respect, the Registrar, after giving notice and opportunity to be heard, may
21 revoke probation and impose the disciplinary order that is stayed. If an accusation or petition to
22 revoke probation is filed against Respondent during the probationary period, then the Registrar
23 shall have continuing jurisdiction of this matter until the subsequent matter is final, and the period
24 of probation and all the conditions of probation in this matter shall be extended until the
25 subsequent matter is final. If there is an order to make restitution or pay cost recovery and
26 Respondent fails to comply with the restitution or cost recovery order and make a payment, the
27 Registrar may immediately lift the stay and reimpose the disciplinary order without giving
28 Respondent an opportunity to be heard.

1 5. **Disciplinary Bond.** Not later than the effective date of the decision, Respondent
2 shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the Registrar
3 based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand
4 dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code
5 section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not
6 replace any other type of contractor's bond. The disciplinary bond shall remain on file with the
7 Registrar for a period of at least two years and for such additional time as the Registrar may
8 determine, as required by Business and Professions Code section 7071.8.

9 6. **Law and Business Examination.** Respondent shall take and pass within 180 days of
10 the effective date of the Decision and Order the Contractors' State License Board's law and
11 business examination. Respondent has the burden of applying for, scheduling, and making
12 arrangements to take the exam.

13 7. **Dissociation.** Officer Gilberto Alvarado shall dissociate from Respondent's license
14 on or before the effective date of the Decision and Order.

15 8. **Written Response.** Respondent shall respond in writing within 20 calendar days of
16 any written inquiry or demand from the Registrar or authorized designee (Probation Monitor)
17 during the probation period. Failure to respond within the allotted timeframe shall be considered
18 a violation of the terms of probation.

19 9. **Cost Recovery.** Respondent shall pay to the Registrar pursuant to Business and
20 Professions Code section 125.3 the costs of investigation and enforcement in this matter in the
21 amount \$1,770.39 within one year of the effective date of the Decision and Order. Payments may
22 be made in equal monthly installment payments of \$160.95, beginning thirty (30) days from the
23 effective date of the Decision and Order.

24 10. **Maintain Active and Clear License.** Respondent shall maintain the discipline
25 license in an active and clear status for the duration of the probation period.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Registrar of Contractors, Contractors' State License Board.

DATED:

12/18/13



INFINITY PAINTING, DORA MARIA ALVARADO,
AKA DORA MARIA JERVIS,
RMO/CEO/PRESIDENT
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Registrar of Contractors, Contractors' State License Board.

Dated:

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ALFREDO TERRAZAS
Senior Assistant Attorney General



LAURO A. PAREDES
Deputy Attorney General
Attorneys for Complainant

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