Clerk of the Court
Court of Appeal, Second Appellate District
State of California

Re: Prenga v. Contractors State License Board (Taylor)
California Supreme Court Case No. S294924
Transferred January 23, 2026

Dear Clerk of the Court:

I respectfully submit this letter as a cover to the enclosed First Amended Emergency Petition for Writ of Mandate and Prohibition and Application for Immediate Stay, which is being filed through TrueFiling, and to bring to the Court's attention an apparent docketing issue following transfer from the California Supreme Court.

On January 21, 2026, I filed the original petition in the California Supreme Court. On January 23, 2026, the Supreme Court entered an order transferring the matter to this Court. As of January 28, 2026, the transferred matter does not yet appear on this Court's docket, and no Court of Appeal case number has been assigned.

Because this matter seeks emergency relief from mandatory statutory enforcement scheduled to become operative on or about February 8, 2026, I have made repeated good-faith efforts to contact the Clerk's Office by telephone to confirm receipt and docketing of the transferred case. Each attempt has resulted in the call ringing once and returning to the automated menu system, without an apparent means of reaching a clerk.

Out of an abundance of caution, I am therefore refiling this First Amended Petition through TrueFiling. This refiling is intended both to ensure that the Court receives and dockets the transferred matter without further delay and to present the Court with the amended version of the petition, which refines and clarifies the issues for the Court's consideration. I do not intend to duplicate filings or circumvent ordinary procedures, but seek only to ensure proper docketing and timely review of this emergency matter following transfer.

If any additional information, confirmation, or procedural step is required to facilitate docketing of the transferred case or association of this filing with the Supreme Court transfer order, please provide guidance.

Thank you for your attention and assistance.

January 28, 2026

Respectfully filed,

Pier Pjerin Prenga

Case No. _________

IN THE SECOND DISTRICT COURT OF APPEAL OF THE STATE OF CALIFORNIA

Pier Pjerin Prenga,
Petitioner.

v.

Contractors State License Board
Respondent.

Derek Taylor and Valerie Taylor
(Real Parties in Interest)

FIRST AMENDED EMERGENCY PETITION FOR WRIT OF MANDATE AND PROHIBITION & APPLICATION FOR IMMEDIATE STAY

*****STAY REQUESTED*****

Emergency request for immediate temporary stay restraining the Contractors State License Board from enforcing Business and Professions Code section 7071.17, including subdivisions (b) and (j), as it would operate here to impose automatic license suspension and automatic occupational disqualification by operation of statute before any court adjudicates the constitutional limits of that punishment. Date statutory suspension authority will become operative: on or about February 8, 2026 (90 days after notice to CSLB). Enforcement is mandatory by operation of statute.

Pier Pjerin Prenga
9127 S Western Ave.
Los Angeles, CA 90047
(818) 667-7768 | Pier@WhitestoneBuildersinc.com

NOTICE TO COUNSEL AND REAL PARTIES IN INTEREST

(Incorporated Verification Under Penalty of Perjury)

I, Pier Pjerin Prenga, declare under penalty of perjury under the laws of the State of California that on January 21, 2026, I provided actual notice by email to all known counsel of record and real parties in interest that I am filing an Emergency Petition for Writ of Mandate and Prohibition and Application for Immediate Stay in the Second District Court of Appeal of the State of California, seeking immediate interim relief restraining enforcement of Business and Professions Code section 7071.17, including subdivisions (b) and (j). The email notice includes a copy of this Petition and all Exhibits. A true and correct copy of the email notice, with full headers, is attached hereto as Exhibit 3. All parties were also served a true and correct copy of this Petition and the Exhibits by mail and through TrueFiling. Refer to the Proof of Service.

Specifically, I provided email notice to the parties listed below:

Contractors State License Board
Attn: David R. Fogt, Registrar of Contractors
9821 Business Park Drive
Sacramento, CA 95827
Telephone: (916) 255-3900
David.fogt@cslb.ca.gov

Donna Kirkner (SBN 96514)
Attorney for Real Parties Derek Taylor and Valerie Taylor
Law Office of Donna Kirkner
A Professional Law Corporation
3782 Multiview Drive
Los Angeles, California 90068
Telephone: (323) 876-5738
dkirkner@lienlawatty.com

Office of the Attorney General of California
300 South Spring Street
Los Angeles, CA 90013-1230
Telephone: (213) 269-6000
piu@doj.ca.gov

I declare that I have provided actual notice to all known adverse parties and counsel of record of the emergency nature of this filing and the immediate relief sought.

Signed on January 28, 2026 at Los Angeles, CA.

Pier Pjerin Prenga

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

Petitioner Pier Pjerin Prenga certifies that the following persons or entities (other than the parties themselves) have either (1) a financial interest in the subject matter of this proceeding or (2) any other interest that could be substantially affected by the outcome of this proceeding:

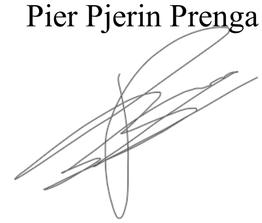
1. Whitestone Builders, Inc. — Holder of contractor license No. 1035397; judgment debtor in the underlying civil action giving rise to enforcement under Business and Professions Code section 7071.17.
2. Southland Roofing, Inc. — Holder of contractor license No. 1042623; subject to mandatory cross-entity suspension under Business and Professions Code section 7071.17, subdivision (j), despite not being a party to the underlying litigation.
3. Donna Kirkner — Counsel of record for Real Parties Derek Taylor and Valerie Taylor.

No other persons or entities are known to Petitioner to have a financial or other interest in the outcome of this proceeding that would require disclosure under California Rules of Court.

January 21, 2026

Respectfully filed,

Pier Pjerin Prenga



TO THE HONORABLE JUSTICES OF THE SECOND DISTRICT COURT OF APPEAL OF CALIFORNIA:

This case was transferred from the Cal. Supreme Court, case no. S294924, to this Court.

I. INTRODUCTION

If courts do not decide constitutional limits before punishment, what exactly is the Constitution governing?

This is an emergency original petition seeking narrowly tailored interim restraint to prevent automatic occupational punishment from occurring before any court adjudicates the constitutional limits of that punishment.

By operation of Business and Professions Code section 7071.17, enforcement of a private civil money judgment entered solely against Petitioner's construction company, Whitestone Builders, Inc., based on its inability to pay the judgment, will automatically and mandatorily suspend: (1) Whitestone Builders, Inc.'s contractor license; (2) Petitioner's ability to act as a Qualifying Individual or Responsible Managing Officer for any licensed contractor; and (3) his other company, Southland Roofing, Inc.'s, contractor license, despite Southland Roofing, Inc. having never been a party to the underlying litigation. 7071.17 subdivisions (b) and (j); Request for Judicial Notice ("RJN") Ex. 1–Statement of Decision and RJN Ex. 2–Judgment.

These consequences are imposed without any administrative or judicial hearing, without any finding of licensing misconduct, fraud, incompetence, or public danger, without any adjudication of proportionality or necessity, and without any adjudication of Petitioner's, Whitestone's or Southland Roofing's rights at all, resulting in a violation of due process and a bill of pains and penalties in violation of Cal. Const. Article I, §§ 7, 9 and U.S. Const. Art. I, § 10.

Once imposed, the irreparable harm resulting from occupational and business destruction cannot be undone by later judicial review.

The narrow but unresolved constitutional question presented is:

> May the State of California impose automatic occupational punishment under Business and Professions Code section 7071.17—suspending professional contractor licenses and destroying a person's livelihood—without any prior judicial adjudication of the constitutional limits of the underlying enforcement regime?

*****

Petitioner Pier Pjerin Prenga is a licensed California contractor and the Qualifying Individual and Responsible Managing Officer for two active contractor licenses: Whitestone Builders, Inc., License No. 1035397, and Southland Roofing, Inc., License No. 1042623.

The suspensions mandated by Business and Professions Code section 7071.17 are imposed solely by operation of statute, collateral to the underlying civil judgment, and without any judicial adjudication of whether such occupational punishment is constitutionally permissible.

Whitestone Builders, Inc. is unable to satisfy the judgment because, even assuming the judgment were valid—an issue to be challenged on appeal—Whitestone and Petitioner were compelled to spend approximately $450,000 in unrecoverable litigation costs defending against a Business and Professions Code section 7031 claim. Those defense costs were incurred while successfully defeating all claims of Petitioner's personal liability and substantially impaired

Whitestone Builders, Inc.'s financial capacity, rendering immediate payment of the judgment infeasible.

The statute's bonding alternative does not provide a constitutionally adequate substitute for adjudication. Bonding is not a hearing, does not involve any judicial determination, and does not supply the process required before the State imposes occupational punishment. Here, bonding is unavailable not as a matter of choice or neglect, but as a direct consequence of the statutory enforcement scheme itself: Petitioner and Whitestone Builders, Inc. were compelled to incur approximately $450,000 in unrecoverable defense costs to avoid catastrophic forfeiture under Business and Professions Code section 7031, despite Whitestone ultimately prevailing on that claim. As a result, Whitestone has been denied a bond because it lacks sufficient collateral to secure 1.5 times the amount of the challenged judgment ($177,972.39 judgment and 44,983.47 interest) as required by the bonding company. Conditioning the continued exercise of a lawful profession on the ability to secure private bonding—after the State has already imposed unrecoverable, non-adjudicated financial penalties—does not cure the absence of a hearing and cannot constitutionally substitute for judicial adjudication of whether license suspension is permissible in the first instance.

Subdivision (j) further mandates cross-entity suspension, extending the same automatic punishment to Southland Roofing, Inc., a separate nonparty business that has never been sued, served, or adjudicated in the underlying litigation. Subdivision (j) does not operate by inference or regulatory interpretation. It expressly provides that when a judgment is entered against a licensee or any personnel of record, the qualifying individual or personnel of record "shall be automatically prohibited" from serving in that capacity on any contractor license, and that this personal prohibition “shall cause the license of any other existing renewable licensed entity” sharing that personnel to be suspended until the judgment is satisfied, the judgment-debtor license is reinstated, or the personnel disassociate. Bus. & Prof. Code, § 7071.17, subd. (j)(1)–(2). Thus, the statute itself mandates cascading, cross-entity license suspension by operation of law, without adjudication, notice, hearing, or any finding of misconduct, unfitness, or public danger, and without regard to whether the affected licensee was ever a party to the underlying litigation.

Correspondence from Real Parties’ counsel confirms that Business and Professions Code section 7071.17 is being used as a settlement lever. Counsel expressly states: “I have held off letting the CSLB know about the … judgment, hoping that we can settle,” and then frames settlement negotiations around whether Petitioner is “willing to risk losing both contractors’ licenses instead of settling.” Ex. 1. This admission shows that the threatened license-suspension consequences are not merely hypothetical or incidental to the statute’s operation, but are affirmatively deployed in private bargaining and timed through a deliberate decision whether to notify the CSLB. The resulting enforcement posture—where occupational deprivation is leveraged to coerce payment of a private civil judgment without any hearing on the license deprivation itself—implicates core constitutional concerns, including due process and separation of powers.

Although original writ relief is often described as extraordinary, this petition does not seek discretionary intervention. It seeks enforcement of mandatory constitutional commands. Article I, section 26 of the California Constitution provides that the provisions of the Constitution are mandatory and prohibitory. Where a state agency enforces a statutory scheme that effects the ongoing deprivation of constitutionally protected rights without constitutional adjudication, judicial restraint is not optional; it is constitutionally required.

A related original proceeding, *Bereki v. Superior Court*, California Supreme Court Case No. S294386 (RJN Ex. 3), raised materially similar constitutional challenges to the enforcement structure and operation of Business and Professions Code section 7071.17 and was summarily denied without merits adjudication. That proceeding presented the same unresolved constitutional defect implicated here: the imposition of irreversible occupational punishment by operation of statute while constitutional adjudication is withheld. RJN Ex. 3 is cited as record evidence of a systemic condition—that enforcement proceeds while no lower court adjudicates the constitutional limits of the statutory scheme. This Petition presents a narrower, fully ripe, and time-certain enforcement posture requiring immediate restraint to preserve this Court's ability to decide the constitutional question before the injury is complete, and to prevent this Court's eventual review from becoming advisory only because the occupational deprivation will have already occurred and cannot be meaningfully undone.

This Petition is brought by Petitioner in his individual capacity only. Petitioner does not purport to represent Whitestone Builders, Inc. or Southland Roofing, Inc., and Petitioner does not seek to litigate any independent corporate claim on their behalf. Rather, Petitioner is the real party in interest because Business and Professions Code section 7071.17 directly and personally suspends his statutory ability to act as a Qualifying Individual or Responsible Managing Officer for any licensed contractor, and subdivision (j) imposes automatic cross-entity consequences by operation of law based solely on his status. Petitioner is the sole owner and controlling principal of both Whitestone Builders, Inc. and Southland Roofing, Inc., such that suspension of his statutory ability to serve in that capacity would immediately and conclusively deprive him of the lawful ability to operate either business. The deprivation challenged here is therefore personal, immediate, and independent of any corporate claim.

The interim restraint sought necessarily reaches both statutory tracks that complete the same constitutional injury: (1) suspension of Whitestone Builders, Inc.'s license under section 7071.17, subdivision (b), and (2) the automatic personal prohibition and cross-entity consequences imposed on Petitioner under subdivision (j). Although Whitestone is the judgment-debtor licensee, Petitioner is the sole owner and the statutory Qualifying Individual/Responsible Managing Officer through whom both businesses lawfully operate; a subdivision (b) suspension is not a separable "corporate" injury in this posture, but the immediate statutory mechanism by which the State extinguishes Petitioner's livelihood before any adjudication of constitutional limits can occur. The requested relief is therefore directed only to the CSLB's enforcement of section 7071.17 as it operates against Petitioner and the licenses that are inseparable from his statutory status, solely to preserve meaningful constitutional review.

If this Court however determines that Whitestone must independently challenge section 7071.17, Petitioner respectfully requests that the Court appoint counsel for Whitestone Builders, Inc. for purposes of litigating the constitutional issues presented, as the statutory penalties at issue have rendered it financially incapable of securing representation through ordinary means.

The fact that Petitioner does not appear on behalf of Southland Roofing, Inc. does not render the cross-entity suspension constitutional; it underscores the constitutional defect. Section 7071.17, subdivision (j), mandates automatic occupational punishment against a nonparty licensee—one that has never been sued, served, or adjudicated—without notice, hearing, or any forum in which the deprivation may be contested. Even though the California Supreme Court summarily denied relief in *Bereki v. Superior Court* (S294386), the mandatory cross-entity suspension imposed here presents an independent constitutional violation because it effects irreversible occupational deprivation by operation of law alone, without adjudication of authority, proportionality, or constitutional limits.

This Petition seeks interim and threshold relief only, to prevent irreversible occupational deprivation before constitutional adjudication occurs. Nothing herein shall be construed as a concession regarding the validity, constitutionality, or enforceability of Business and Professions Code section 7071.17, whether facially or as applied. All constitutional challenges to the statutory scheme—including but not limited to due process, separation of powers, excessive fines, and bills of pains and penalties—are expressly preserved. Related constitutional challenges were previously raised in *Bereki v. Superior Court*, California Supreme Court Case No. S294386, and were summarily denied without merits adjudication.

II. JURISDICTION

This Court has original jurisdiction to issue writs of mandate and prohibition. Cal. Const., Art. VI, §§ 1 and 10.

This Petition does not ask the Court to resolve the full constitutional questions presented in *Bereki*. It asks only that the Court preserve its ability to resolve those questions meaningfully, by restraining enforcement that would otherwise complete the constitutional injury before adjudication can occur. Absent interim restraint, any subsequent ruling on the constitutionality of section 7071.17 would be rendered advisory only, because the occupational deprivation would already have been completed and could not be undone.

Original jurisdiction is proper here not as a matter of preference, but of constitutional necessity. Article I, section 26 of the California Constitution provides that constitutional provisions are mandatory and prohibitory. Where state action operates to effect an ongoing deprivation of constitutionally protected rights without adjudication or lawful authority, courts do not possess discretion to decline review on prudential grounds alone.

This petition presents a purely legal and constitutional question of statewide importance concerning the State's authority to impose automatic occupational punishment by statute without any hearing or adjudication. The constitutional injury does not turn on whether section 7071.17 is described as "regulatory," but on the absence of any forum in which the State's automatic occupational deprivation may be adjudicated before it occurs. The challenged enforcement occurs by operation of law, collateral to the underlying civil judgment, and does not arise from any appealable order. Before section 7071.17 operates, no judge, administrative officer, or other decisionmaker makes any determination that license suspension is warranted or constitutionally permissible. No trial court orders license suspension and no administrative body exercises discretion or conducts a hearing. Section 7071.17 contains no provision for stay pending appeal, writ review, or constitutional challenge, and no court is authorized by statute to stay its operation absent this Court's intervention.

Although no reported lower-court decision has squarely adjudicated the constitutionality of section 7071.17, that absence is predictable given the institutional posture of the upstream contractor-enforcement litigation that generates the judgments triggering the statute. Notably, this Court has since expressly held that Business and Professions Code section 7031(b) itself imposes a penalty, not restitution, because it effects forfeiture without regard to injury, fault, or restoration of the status quo, operates for deterrent purposes, and may confer a windfall on the opposing party. *Eisenberg Village of the Los Angeles Jewish Home for the Aging v. Suffolk Construction Co., Inc.*, 53 Cal.App.5th 1201, 1211–1212 (2020). In Business and Professions Code section 7031 cases, courts routinely acknowledge the harsh and punitive consequences of the statutory regime while expressly declining constitutional adjudication on the ground that the Legislature has made a policy choice beyond judicial review. See, e.g., *Alatriste v. Cesar's Exterior Designs, Inc.*, 183 Cal.App.4th 656, 673 (2010); *American Building Innovation, LP v. Balfour Beatty Construction, LLC*, 104 Cal.App.5th 954 (2024). Because section 7071.17 operates downstream from this litigation and is triggered automatically by those judgments, there is no realistic prospect that inferior tribunals will adjudicate the antecedent constitutional question before occupational punishment occurs. Nor is this defect remediable through administrative mandamus or a superior-court injunction action. The Contractors State License Board exercises no adjudicatory discretion under section 7071.17, provides no hearing on constitutional objections, and lacks authority to delay, stay, or adjudicate the statute's operation; once the statutory conditions are met, enforcement is mandatory and non-discretionary. Any attempt to compel the Board to "exercise discretion" it does not possess would therefore be futile. Likewise, although a contractor could theoretically seek injunctive or declaratory relief in superior court, that possibility is not an adequate substitute for pre-enforcement constitutional adjudication, because section 7071.17 operates automatically, supplies no statutory stay mechanism pending appeal or constitutional challenge, and would complete the occupational deprivation before meaningful adjudication could occur. Under these circumstances—where upstream courts disclaim constitutional review, the agency lacks adjudicatory authority, and the statute self-executes without a forum—inferior-court proceedings do not provide a realistic path to adjudication of the constitutional limits before automatic occupational punishment is imposed.

As also repeatedly demonstrated by the related proceeding in RJN Ex. 3, enforcement proceeds while constitutional adjudication is deferred. This institutional posture—policy deference in lieu of constitutional adjudication—makes lower-court proceedings an inadequate safeguard here, particularly where section 7071.17 will operate automatically and complete the occupational deprivation before any merits adjudication could occur. Under these circumstances, no lower-court procedure is realistically positioned—factually, procedurally, or institutionally—to adjudicate whether the Constitution permits automatic occupational punishment by operation of statute before that punishment is imposed. A statutory scheme that effects occupational punishment without any adjudicative act by any branch collapses legislative enactment and executive enforcement into a self-executing deprivation immune from judicial review, raising core separation-of-powers concerns. This case therefore does not present a situation in which inferior courts could adjudicate the constitutional question if given sufficient time or procedural opportunity.

Based on the foregoing, original jurisdiction is required to prevent irreparable constitutional injury that no lower court is likely to restrain. Temporary restraint would not impair collection of the judgment, adjudicate private rights, or disrupt regulatory enforcement generally; it would merely preserve the status quo long enough for constitutional adjudication to occur before the deprivation is complete.

This Petition does not ask this Court to adjudicate the merits or constitutionality of Business and Professions Code section 7071.17 at this stage. The relief sought is procedural and jurisdiction-preserving only. Petitioner asks the Court to restrain enforcement solely to prevent automatic and irreversible occupational punishment from occurring before any court has adjudicated the constitutional limits of that punishment. The purpose of interim relief is not to resolve the constitutional question, but to preserve this Court's ability to decide it meaningfully rather than in an advisory posture after the injury is complete.

Recent United States Supreme Court precedent confirms that where a statutory enforcement scheme operates to impose severe, irreversible deprivation by self-executing force, without any adjudicative act, courts may not postpone constitutional review until after the deprivation is complete. In *Axon Enterprise, Inc. v. FTC*, 598 U.S. 175, 191–194 (2023), the Court held that a party suffers a present, "here-and-now" constitutional injury when subjected to an allegedly unconstitutional enforcement mechanism, and that post-hoc review is inadequate where the injury cannot be undone. That principle applies with greater force here, because Business and Professions Code section 7071.17 imposes automatic occupational disqualification and license suspension without any proceeding at all; once suspension occurs, the resulting loss of licensure, contracts, bonding capacity, and business continuity cannot be meaningfully restored by later review. Likewise, in *SEC v. Jarkesy*, 603 U.S. 109, 132–134 (2024), the Court reaffirmed that constitutional analysis turns on the function and severity of a sanction, not legislative labels. Section 7071.17 does not operate as a fitness-based regulatory measure tied to adjudicated misconduct; it uses occupational extinction as coercive leverage to compel satisfaction of a private civil judgment. Under these principles, constitutional adjudication must precede enforcement where, as here, the statute self-executes irreversible punishment and would otherwise defeat meaningful judicial review.

III. STATUTORY AND DOCTRINAL BACKGROUND

A. Section 7071.17 Imposes Automatic Occupational Punishment Based Solely on Nonpayment of a Civil Judgment

Business and Professions Code section 7071.17 mandates suspension of a contractor's license upon the existence of an unsatisfied civil money judgment, without regard to the nature of the underlying dispute. The statute applies equally to judgments arising from private breach-of-contract claims, tort actions, or other civil causes of action, regardless of whether the judgment involves licensing misconduct, public safety concerns, or regulatory violations. Section 7071.17 is punitive even as applied to the judgment debtor, because it imposes occupational death solely for inability to satisfy a private civil money judgment, without any finding of misconduct, unfitness, or public danger, and without any adjudication that license suspension serves a regulatory purpose.

The statute does not require any finding that the contractor is unqualified, dishonest, incompetent, or poses a danger to the public. Nor does it require any determination that license suspension serves a regulatory or protective purpose. Suspension is triggered solely by nonpayment or failure to bond a judgment within the statutory period.

Once the statutory conditions are met, enforcement is automatic and non-discretionary. The Contractors State License Board exercises no adjudicatory discretion and provides no hearing on the propriety, necessity, or proportionality of the occupational punishment imposed.

Calling such a scheme "regulatory" does not resolve the constitutional question. Regulation presupposes an adjudicatory determination that the regulated conduct implicates fitness, public protection, or prospective licensing standards. Section 7071.17 does none of these things: it imposes automatic occupational deprivation based solely on nonpayment of a private civil money judgment, without any finding of misconduct, unfitness, or public danger, and without any hearing at all.

Even where no public offense is alleged, a sanction so extreme, irreversible, and untethered from any regulatory or remedial purpose that it extinguishes a person's lawful profession and cascades punishment to innocent nonparties cannot be constitutionally classified as "civil." Severity itself may cross the civil–criminal boundary. Any enforcement predicated on such a misclassification raises serious constitutional doubt and cannot proceed without prior judicial adjudication of its limits.

Section 7071.17 Creates Multiple Independent, Automatic Suspension Mechanisms

Business and Professions Code section 7071.17 establishes multiple, independent mechanisms by which contractor licenses are automatically suspended by operation of statute upon the existence of an unsatisfied civil money judgment. These mechanisms do not require any finding of licensing misconduct, unfitness, fraud, incompetence, or public danger, and they do not require any administrative or judicial hearing prior to deprivation.

First, subdivision (b) of section 7071.17 applies directly to the judgment-debtor licensee itself. Where a licensee has an unsatisfied final judgment and fails to notify the registrar within ninety days, or where the registrar is otherwise made aware of the judgment, the statute mandates that "the license shall be automatically suspended." Bus. & Prof. Code § 7071.17, subd. (b)(1). Even where timely notice is provided, subdivision (b)(3)–(4) requires the licensee, as a condition of continued licensure, to file a bond or accord; failure to do so within the statutory period results in automatic suspension of the license. Subdivision (c) further confirms that failure to maintain the bond or comply with an accord "shall result in the automatic suspension of any license to which this section applies." These suspensions occur by operation of statute, without hearing, discretion, or adjudication.

Second, subdivision (j) of section 7071.17 imposes additional, cascading occupational punishment that operates independently of subdivision (b). Subdivision (j)(1) provides that when a judgment is entered against a licensee or any personnel of record, the qualifying individual or other personnel of record "shall be automatically prohibited" from serving in that capacity on any contractor license until the judgment is satisfied. Subdivision (j)(2) then mandates that this personal prohibition "shall cause the license of any other existing renewable licensed entity" sharing that personnel to be suspended until the judgment is satisfied, the judgment-debtor license is reinstated, or the personnel disassociate. These cross-entity suspensions are mandatory, automatic, and imposed without notice, hearing, or adjudication, including against nonparty licensees that were never sued or served in the underlying litigation.

Accordingly, section 7071.17 does not operate through a single enforcement mechanism, but through a layered, self-executing regime that may suspend: (1) the judgment-debtor licensee under subdivision (b); (2) the individual's ability to serve as a qualifying individual under subdivision (j)(1); and (3) the licenses of separate, nonparty entities under subdivision (j)(2). Each of these deprivations occurs by operation of statute alone and without any adjudicative act by any branch of government.

Notably, subdivision (j) of section 7071.17 contains no notice requirement, cure period, or timing limitation. By its plain terms, the automatic prohibition and resulting cross-entity suspension attach upon entry of judgment, independent of the ninety-day notice and bonding framework set forth in subdivision (b). Although the Contractors State License Board appears, as a matter of administrative practice, to align enforcement of subdivision (j) with the delayed timeline of subdivision (b), the statute itself imposes no such restraint. Petitioner is therefore relying on an apparent exercise of agency forbearance that is neither required nor authorized by the statutory text, and enforcement of subdivision (j) may occur at any moment by operation of law, without notice or hearing. This uncertainty underscores the immediacy of the constitutional injury and the necessity of interim judicial restraint.

IV. STATEMENT OF FACTS

On June 3, 2025, the Los Angeles County Superior Court issued a merits decision in *Whitestone Builders, Inc. v. Taylor et al*. RJN Ex. 1– Statement of Decision. On September 15, 2025, the court entered final judgment against Whitestone Builders, Inc. in the amount of $177,972.39. RJN Ex. 2– Judgment Order. Whitestone Builders, Inc. has filed a notice of appeal from the September 15, 2025 judgment, and that appeal is presently pending; the record has not yet been designated.

Pursuant to 7071.17, Whitestone performed its statutory duty to notify the Contractors State License Board of the judgment on November 10, 2025.

Ninety days after that notice—on or about February 8, 2026—the statutory period set forth in Business and Professions Code section 7071.17 will expire. As of that date, the Contractors State License Board will be authorized and required by statute to suspend Whitestone Builders, Inc.'s contractor license for nonpayment of the judgment and, pursuant to subdivision (j), to suspend all contractor licenses for which Petitioner serves as a Qualifying Individual or Responsible Managing Officer. The statute imposes no further notice, hearing, or adjudicatory prerequisite, and provides no stay mechanism pending appeal or constitutional challenge. Accordingly, all affected licenses are presently subject to suspension by mandatory operation of section 7071.17.

Subdivision (b) contains a notice/bonding framework that, as a practical matter, sets the anticipated enforcement date for the judgment-debtor license. Subdivision (j), however, contains no notice or cure period and, by its terms, the personal prohibition and cross-entity consequences attach upon entry of judgment; Petitioner therefore seeks restraint sufficient to prevent enforcement under either track, whether immediate under subdivision (j) or time-certain under subdivision (b).

Petitioner Pier Pjerin Prenga was a named defendant in the Whitestone action. The trial court expressly determined that Petitioner was not personally liable and released him from all claims asserted against him. RJN Ex. 1.

The judgment does not rest on any finding that Petitioner is unlicensed, incompetent, dishonest, or unfit to hold a contractor's license. RJN Ex. 1. No administrative proceeding has been initiated to assess Petitioner's fitness. No court has adjudicated that license suspension would serve any public-protection purpose.

Nevertheless, by operation of section 7071.17, Whitestone's inability to pay the challenged judgment mandates suspension of Whitestone's license and, under subdivision (j), automatic suspension of Petitioner's ability to act as a Qualifying Individual resulting in the suspension of Southland Roofing, Inc.'s license.

Enforcement of section 7071.17 will trigger immediate and irreversible collateral consequences. Southland Roofing, Inc. is currently performing public-works contracts for governmental entities, including school districts, that require the contractor to maintain an active license, financial solvency, and non-bankrupt status as conditions of eligibility and performance.

Automatic suspension of Petitioner's status as Qualifying Individual under section 7071.17, subdivision (j), would immediately disqualify Southland from those contracts, resulting in termination, debarment exposure, payment & performance bond collection, loss of bonding capacity, and permanent reputational harm.

Petitioner and Whitestone have incurred approximately $450,000 in unrecoverable defense costs in the underlying litigation, despite Petitioner having been released from all personal liability, which has substantially impaired his financial position. Suspension of licensure would eliminate his lawful ability to earn income and would foreseeably force bankruptcy—an injury that cannot be remedied after the fact. These cascading consequences confirm that the harm is not speculative, compensable, or reversible, but immediate and irreparable.

As a direct result of these unrecoverable statutory defense costs, Whitestone Builders, Inc. applied for the bond required by Business and Professions Code section 7071.17 and was denied because it lacked sufficient collateral to secure the bond.

These consequences are independently confirmed by Southland Roofing, Inc.'s surety. As detailed in Ex. 2, suspension of Southland Roofing, Inc.'s contractor license would constitute an immediate default under multiple bonded construction contracts, require surety intervention, and expose both Southland Roofing, Inc. and Petitioner personally to indemnity liability for completion costs, claims, and expenses. The surety further confirms that such a suspension would materially impair or eliminate Southland Roofing, Inc.'s future bonding capacity and adversely affect Petitioner's personal financial standing and bonding eligibility as an indemnitor.

V. VESTED RIGHTS AND THE ABSENCE OF ANY HEARING

Once issued, a professional license constitutes a vested interest whose deprivation demands heightened procedural protection.

In *Ettinger v. Board of Medical Quality Assurance*, 135 Cal.App.3d 853 (1982), the Court of Appeal recognized that proceedings to revoke or suspend a professional license implicate the totality of professional employment opportunity and vested interest rights, requiring safeguards beyond routine civil standards. No such safeguards exist here.

Section 7071.17 imposes immediate license destruction for failure to pay a civil judgment after ninety days without any hearing on the license deprivation itself. A contractor may have had a hearing on an underlying civil claim, but no hearing is provided on the occupational punishment mandated by the statute. No court adjudicates whether suspension is necessary to protect the public, whether nonpayment is willful or unavoidable, whether the affected party is a nonparty, or whether the resulting occupational destruction is constitutionally proportionate.

The constitutional defect is structural. Deprivation occurs automatically, by operation of law. A regime that determines professional death without hearing does not exercise adjudication; it bypasses it. *Windsor v. McVeigh*, 93 U.S. 274, 277 (1876).

VI. CONSTITUTIONAL QUESTION PRESENTED

Whether the State of California may impose automatic occupational punishment through Business and Professions Code section 7071.17—suspending contractor licenses and the ability to act as a Qualifying Individual—based solely on nonpayment of a private civil money judgment, without any prior judicial adjudication of the constitutional limits of such punishment and without any hearing on the license deprivation itself, including mandatory cross-entity suspension under subdivision (j) affecting nonparty licensees.

VII. APPLICATION FOR IMMEDIATE STAY

Petitioner seeks temporary restraint solely to preserve this Court's ability to adjudicate the constitutional questions presented before irreversible harm occurs.

Absent immediate interim relief, enforcement of Business and Professions Code section 7071.17, including subdivisions (b) and (j), will proceed automatically by operation of statute and will effect irreversible occupational and business destruction before this Court can consider the merits of the Petition. Once license suspension occurs, the resulting loss of lawful livelihood, contractual eligibility, bonding capacity, and professional standing cannot be undone by later judicial review, and would immediately trigger bonded-contract defaults and indemnity liability confirmed by Southland Roofing, Inc.'s surety. Ex. 2. The availability of a statutory bonding option does not mitigate this irreparable harm where, as here, bonding is financially impossible as a direct result of unrecoverable defense costs imposed by the statutory scheme itself.

The interim relief requested is limited and procedural in nature. Petitioner does not seek final adjudication of the constitutionality of section 7071.17 at this stage, nor does he seek to vacate any judgment or to restrain enforcement generally. Rather, a temporary restraint is necessary to maintain the status quo and to ensure that this Court's review is not rendered moot—and is not converted into an advisory opinion—by the statute's automatic enforcement before constitutional adjudication can occur.

Immediate interim relief is therefore required to prevent irreparable harm and to preserve meaningful judicial review.

VIII. INCORPORATION OF RELATED RECORDS

The pleadings, orders, transcripts, and exhibits filed in the underlying civil action, *Whitestone Builders, Inc. v. Taylor et al.*, Los Angeles County Superior Court Case No. 20STC07353, the licensing records of Whitestone Builders, Inc. and Southland Roofing, Inc. maintained by the Contractors State License Board, and the pleadings, orders, transcripts, and exhibits filed in *Bereki v. Superior Court*, California Supreme Court Case No. S294386, which together form the factual, procedural, and constitutional predicate for enforcement of Business and Professions Code section 7071.17 in this matter, are incorporated by reference for all purposes. Upon request of this Court, Petitioner will promptly lodge the complete records or any portion thereof.

IX. RELIEF REQUESTED

Petitioner respectfully requests that this Court:

1. Issue an immediate temporary stay directing the Contractors State License Board to refrain from enforcing Business and Professions Code section 7071.17, subdivision (b), to suspend Whitestone Builders, Inc.'s contractor license, and to refrain from enforcing section 7071.17, subdivision (j), including subdivisions (j)(1) and (j)(2), to impose any automatic personal prohibition or cross-entity license suspension by operation of law, pending this Court's consideration of this Petition and until constitutional adjudication can occur;

2. Issue a writ of mandate directing the Contractors State License Board to refrain from enforcing Business and Professions Code section 7071.17 against Petitioner in any manner that disqualifies him from acting as a Qualifying Individual or Responsible Managing Officer for any licensed contractor, absent prior judicial adjudication of the constitutional limits of such occupational punishment;
3. Issue a writ of prohibition restraining the Contractors State License Board from enforcing Business and Professions Code section 7071.17, including subdivisions (b)**,** (j)(1)**,** and (j)(2)**,** to impose any license suspension, personal disqualification, or cross-entity license suspension by operation of law, where no judicial or administrative adjudication has determined that such occupational punishment is constitutionally permissible.
4. Declare that enforcement of Business and Professions Code section 7071.17 may not proceed as applied here absent judicial adjudication of the constitutional limits of automatic occupational punishment, and that any suspension or disqualification imposed by operation of section 7071.17 under the present circumstances is constitutionally infirm and without effect;
5. Declare that where a statutory scheme effects occupational extinction and cascading business destruction of this magnitude, due process is structurally impossible without counsel, and the Constitution therefore requires the State either to supply a functional means of representation or to refrain from imposing the punishment.
6. In the event this Court determines that any portion of the foregoing interim restraint cannot be granted without the formal participation of Whitestone Builders, Inc. or Southland Roofing, Inc., order such procedure as is constitutionally necessary to ensure that participation is meaningful rather than illusory, including provision of counsel or other

functional equivalent, where the statutory scheme itself has rendered representation otherwise impossible; and

7. Grant such other and further relief as the Court deems just and proper to preserve Petitioner's ability to lawfully practice his profession pending constitutional adjudication.

Petitioner is the sole Qualifying Individual through whom Business and Professions Code section 7071.17 operates to impose personal and cross-entity disqualification. He does not seek vacatur of any judgment or adjudication of private disputes. He seeks only enforcement of the Constitution and narrowly tailored interim relief necessary to prevent automatic occupational punishment from occurring before constitutional adjudication.

X. CONCLUSION

This petition does not ask the Court to exercise discretion. It asks the Court to perform a constitutional duty. Where a statute operates to effect an ongoing deprivation of constitutionally protected rights without adjudication, Article I, section 26 requires judicial intervention.

January 28, 2026 Respectfully filed,

Pier Pjerin Prenga

VERIFICATION

I, Pier Pjerin Prenga, declare as follows:

I am the Petitioner in the foregoing Emergency Petition for Writ of Mandate and Prohibition and Application for Immediate Stay. I have personal knowledge of the facts stated in the Petition.

The factual statements concerning my identity; my role as Qualifying Individual and Responsible Managing Officer for Whitestone Builders, Inc. and Southland Roofing, Inc.; the existence and status of the civil judgment entered against Whitestone Builders, Inc.; that Whitestone Builders, Inc. applied for the bond required by Business and Professions Code section 7071.17 and was denied (Ex. 2) due to insufficient collateral to satisfy underwriting requirements (Ex. 2); the operation and mandatory enforcement of Business and Professions Code section 7071.17, including subdivisions (b) and (j); the absence of any administrative or judicial hearing on license suspension; the collateral and cross-entity licensing consequences described; and the correspondence referenced and attached as exhibits are true and correct of my own knowledge. All exhibits attached hereto are true and correct copies of the documents they purport to be.

I further declare that enforcement of Business and Professions Code section 7071.17 would result in immediate and irreparable harm that cannot be remedied by later judicial review. Suspension of a contractor’s license is not a temporary or abstract injury. Once suspension occurs, the practical consequences are immediate and cascading, including termination of active contracts, loss of bonding capacity, loss of insurance eligibility, loss of public-works eligibility, employee displacement, reputational damage, and exclusion from future bidding opportunities. These consequences occur as a matter of course upon suspension and are not subject to meaningful reversal by later court order.

I further declare that both I and Whitestone Builders, Inc. are presently on the brink of bankruptcy as a direct result of the approximately $450,000 in unrecoverable defense costs incurred in successfully defending against the section 7031 claim and will, along with Southland Roofing, Inc. be forced into bankruptcy if the suspension occurs. Suspension of licensure under section 7071.17 would immediately eliminate Whitestone and Southland's ability to operate, generate revenue, or obtain bonding, and would force bankruptcy before this Court could adjudicate the constitutional issues presented. This financial condition is not the product of misconduct, noncompliance, or unfitness, but of compelled defense against statutory penalties later determined not to apply. Additionally, as a direct result of these defense costs, neither Whitestone nor Southland can presently afford counsel, and I cannot subsidize counsel for either entity.

Petitioner has personally indemnified Southland Roofing, Inc.'s surety obligations and pledged his residence as collateral for those bonds; upon license suspension, the resulting bonded-contract defaults would permit the surety to enforce against his home, making personal bankruptcy and forced sale of his residence a practical certainty.

Even if a license were theoretically reinstated at a later date, the intervening loss of contracts, bonding relationships, professional standing, and business continuity cannot be restored. In practical effect, the occupational deprivation is permanent. For this reason, denial of interim relief would effectively deprive this Court of the ability to provide meaningful constitutional review, because the injury would be complete before adjudication and any subsequent ruling would be advisory rather than remedial.

By contrast, a temporary stay preserving the status quo would impose no comparable harm on the State or any private party. It would not interfere with enforcement of any judgment, would not adjudicate the merits of any private dispute, and would merely postpone automatic statutory consequences pending constitutional review.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on January 28, 2026, at Los Angeles, California.

Pier Pjerin Prenga

CERTIFICATE OF WORD COUNT

I certify under penalty of perjury under the laws of the State of California that this Emergency Petition for Writ of Mandate and Prohibition and Application for Immediate Stay contains approximately 6,779 words, as calculated by the word-processing program used to generate the document.

Signed on January 28, 2026, at Los Angeles, California.

Pier Pjerin Prenga

Exhibit 1

Gmail

Adam Bereki <abereki@gmail.com>

Fw: TrueFiling: Service Notification - CA Supreme Court - Case No. S294386 (Whitestone v. Taylor)

1 message

Whitestone Builders inc. <pier@whitestonebuildersinc.com> Fri, Jan 2, 2026 at 3:33 PM
To: Adam <abereki@gmail.com>

Get Outlook for iOS

From: James Bohm <jbohm@aol.com>
Sent: Friday, January 2, 2026 3:30 PM
To: Whitestone Builders inc. <pier@whitestonebuildersinc.com>; Klaus Heinze <kheinze@bohmwildish.com>; Jacklyn E. Goldman <jgoldman@bohmwildish.com>; Cynthia Lopez <clopez@bohmwildish.com>
Subject: Fw: TrueFiling: Service Notification - CA Supreme Court - Case No. S294386 (Whitestone v. Taylor)

FYI

----- Forwarded Message -----
From: Donna Kirkner <dkirkner@lienlawatty.com>
To: 'jbohm@bohmwildish.com' <jbohm@bohmwildish.com>
Sent: Friday, January 2, 2026 at 11:30:28 AM PST
Subject: Fw: TrueFiling: Service Notification - CA Supreme Court - Case No. S294386 (Whitestone v. Taylor)

Happy New Year, Jim.

I thought you might find Pier's Amicus brief helpful when talking to him about possible settlement. As you can see, he is relying on the fallacy of sunk costs. (The issue whether Whitestone had workers' comp insurance most assuredly did not cause Whitestone to incur $450,000 in attorney fees.) In addition, as you know, Pier's other company, Southland Roofing, is appealing an adverse judgment. I have held off letting the CSLB know about the Taylors' judgment, hoping that we can settle. Is Pier really willing to risk losing both contractors' licenses instead of settling for less than he will pay if the appeal is successful? There is no way for Whitestone to recoup its attorney fees and I think it is unlikely the Court of Appeal will void the entire judgment. As you know, even if Pier prevails on the appeal and the cross-appeal, all that does is get him a new trial. Maybe he'll have a new attorney who has more trial experience, but the facts are what the facts are.

To date, Pier has made four main complaints: (1) the trial court failed to deduct the contract balance from the Taylors' damages; (2) the trial court awarded the Taylors' damages for work that was not included in Whitestone's bid; (3) Pier was not allowed to testify in a narrative fashion and, as such, Whitestone was unable to get crucial testimony into the record; and (4) the trial court should not have admitted Ex. 616.

1. The settlement offer gives Whitestone a credit for the contract balance.
2. I am not sure about everything that is disputed but some of the items (car chargers) were not included in the Taylors' damages. Other things, like the portable toilet and the countertop backsplashes, either were included in his contract or should have been and total maybe $5,000. (Pier seems to forget the things the Taylors' purchased for far less than the amount included in the contract.)

3. Pier wanted to testify in a narrative form during Whitestone's rebuttal. He had already spent multiple days on the stand testifying on behalf of Whitestone. I'm not sure how he can demonstrate prejudice, especially since there was no offer of proof made.
4. Whitestone's current objections to Ex. 616 (which shows how the Taylors arrived at their damages) were not made at trial.

If there is a new trial, I will do a better job of presenting the evidence to support the Taylors' alter ego claim (which Judge Brazile said was a very close one) and the costs incurred by the Taylors to purchase materials that were included in the contract (about $36,000).

Jim, I don't want you to think that my clients' willingness to settle for far less than the judgment about signals their lack of belief in the merits of their case. Frankly, they are tired of dealing with Pier, his juvinile insults, and constant threats of lawsuits.

In order to get this settled, I will recommend to my clients that the settlement agreement include mutual releases of all claims against everyone involved or remotely involved in the litigation and mutual non-disparagement and confidentially clauses. I will also speak with them about accepting payments provided they receive the full settlement amount within a short time and the settlement agreement contains a term rendering it void if any payment is not made on time and in the specified amount.

Finally, the last documents your office filed stated that the court reporter had waived the deposit, which I understand is not true. Can you please file an amended statement?

I am available to speak with you by phone and welcome any ideas you might have to get this resolved.

Best,
Donna

Donna E. Kirkner
She/her/hers
LAW OFFICE OF DONNA KIRKNER
A Professional Law Corporation
Emphasizing Construction Law
3782 Multiview Drive
Los Angeles, CA 90068
Office Phone: (323) 876-5738
Cell Phone: (323) 877-9641
Fax: (323) 833-9233
Recipient of the 2023 Robert B. Flaig Award

From: info@truefiling.com <info@truefiling.com>
Sent: Thursday, January 1, 2026 6:21 PM
To: Donna Kirkner <dkirkner@lienlawatty.com>
Subject: TrueFiling: Service Notification - CA Supreme Court - Case No. S294386

The following document(s) listed below are being electronically served to you for case **S294386** by **Pier Pjerin Prenga** from the **CA Supreme Court**.

- Document Title: Amicus Brief.PDF
  Link: Click to download document
  Or Copy and Paste: https://tf3.truefiling.com/openfiling/fbf86994-ab39-426a-11e2-08de3f013036/recipient/5abf891b-1868-4c8d-b698-08de3f073d5f/download

The following people were served the above document(s):

- Adam Bereki - e-Serve abereki@gmail.com
- Donna Krikner - e-Serve dkirkner@lienlawatty.com
- Henry Paloci - e-Serve hpaloci@hotmail.com
- Pier Pjerin Prenga - e-Serve Pier@WhitestoneBuildersinc.com
- William Bissell - e-Serve wbissell@wgb-law.com

*****This email was sent from an unattended email mailbox - replies to this email will be rejected *****

Exhibit 2

ARTISAN BONDING
30101 Hillside Terrace
San Juan Capistrano, CA 92675
800-598-7535

Date: 01/19/2026

Re: Southland Roofing, Inc. — Bonding and Licensure Consequences:

To Whom It May Concern:

This letter is provided at the request of Pier Pjerin Prenga, in his capacity as personal indemnitor and guarantor on bonds issued for Southland Roofing, Inc., to describe the underwriting and contractual consequences that would result from a suspension of Southland Roofing, Inc.'s contractor license.

Southland Roofing, Inc. is presently bonded by our company in connection with multiple active construction projects. The issuance and continuation of these bonds are conditioned on Southland Roofing, Inc. maintaining an active and valid California contractor's license and on the continued financial qualifications of its principal and indemnitor, Pier Pjerin Prenga, who has executed personal indemnity and guaranty agreements in favor of the surety.

If Southland Roofing, Inc.'s contractor license were suspended or became inactive for any reason, Southland Roofing, Inc. would be legally prohibited from performing its bonded construction obligations. Loss of licensure would therefore constitute an immediate default under the bonded contracts due to the contractor's inability to lawfully perform the work.

In the event of such a default, the surety would be required to respond under the terms of the applicable bonds. This will include but not limited to investigation of claims and, if necessary, takeover, tender, or completion of the bonded work. Any losses, costs, or expenses incurred by the surety in connection with such default—including completion costs, claims payments, and related expenses—would be recoverable from Southland Roofing, Inc. and from Mr. Prenga personally, pursuant to the executed indemnity and guaranty agreements.

A license suspension and resulting bond default would also have a material adverse effect on Southland Roofing, Inc.'s present and future bonding capacity. As a practical underwriting matter, such an event would substantially impair or eliminate Southland Roofing, Inc.'s ability to obtain bonding for future projects for an extended period of time. It would likewise adversely affect the personal credit, financial standing, and bonding eligibility of Mr. Prenga as an indemnitor and guarantor.

This letter is intended solely to describe the standard contractual and underwriting consequences that follow from loss of contractor licensure under existing bond and indemnity agreements. It does not address the merits of any underlying dispute or proceeding.

Please contact the undersigned if additional information is required.

Sincerely,

Andrew Sysyn

Andrew Sysyn
President

Exhibit 3

Outlook

Re: Subject Notice of Emer. Filing — Prenga v. CSLB (B&P Code § 7071.17)

From Whitestone Builders inc. <pier@whitestonebuildersinc.com>
Date Wed 1/28/2026 4:09 PM
To PIU <PIU.PIU@doj.ca.gov>

2 attachments (5 MB)
FINAL PRENGA EMER. PET FOR WRIT OF MANDATE.pdf; PRENGA V STATE REQUEST FOR JUDICIAL NOTICE (2).pdf;

My apologies. The files did not upload at the first trial.
Please see attached.

Pier Pjerin Prenga

WHITESTONE BUILDERS INC.

P: (213)-268-1280 I C: (818)-667-7768
PIER@WHITESTONEBUILDERSINC.COM

9127 S. Western ave. LOS ANGELES. CA 90047

CSLB# 1035397

WWW.WHITESTONEBUILDERSINC.COM

From: PIU <PIU.PIU@doj.ca.gov>
Sent: Wednesday, January 28, 2026 4:07 PM
To: Whitestone Builders inc. <pier@whitestonebuildersinc.com>
Subject: Automatic reply: Subject Notice of Emer. Filing — Prenga v. CSLB (B&P Code § 7071.17)

Thank you for contacting the Office of the California Attorney General.

PROOF OF SERVICE

I live in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My home address is: 1108 Trails Ln. Duarte CA 91010.

On January 28, 2026, I served the following document described as **"FIRST AMENDED EMERGENCY PETITION FOR WRIT OF MANDATE AND PROHIBITION & APPLICATION FOR IMMEDIATE STAY AND REQUEST FOR JUDICIAL NOTICE"** on the parties listed in the attached service list by sending a true copy of the document to the following parties as follows:

___ (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via electronic mail to the addressees.

___ (BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the addressees via Online Filing Service.

___ (BY FACSIMILE) I transmitted, pursuant to Rule 2.306, the above-described document by facsimile machine (which complied with Rule 3003(3)), to the attached listed fax number(s). The transmission was reported as complete and without error.

_X_ (BY US MAIL) I caused such sealed envelope(s) with postage thereon fully prepaid to be placed in the United States mail at Glendale, CA. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service to:

See Attached Service List

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on January 28, 2026, at Los Angeles, California.

____
Niko Kraja

SERVICE LIST

Whitestone Builders, Inc. v. Contractors State License Board
(Derek Taylor and Valerie Taylor, Real Parties in Interest)

Donna E. Kirkner, Esq. LAW OFFICE OF DONNA KIRKNER 3782 Multiview Drive Los Angeles, California 90068 Tel: (323) 876-5738 Fax: (323) 843-9233 DKirkner@lienlawatty.com	Attorney for Real Parties in Interest Derek Taylor and Valerie Taylor
Contractors State License Board Attn: David R. Fogt, Registrar of Contractors 9821 Business Park Drive Sacramento, CA 95827 Telephone: (916) 255-3900 David.fogt@cslb.ca.gov	Defendant
Office of the Attorney General of California 300 South Spring Street Los Angeles, CA 90013-1230 Telephone: (213) 269-6000 piu@doj.ca.gov	Attorney for Contractors State License Board and the State of California