

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

In the Matter of the Accusation Against:

MARDINI TILE & REMODELING

17939 Chatsworth Street #393
Granada Hills, CA 91344
GEORGE MARDINI, Sole Owner

License No. **417798**, B, C54

E & J TILE

5446 Ponce Avenue
Woodland Hills, CA 91367
-and-
15460 Bledsoe Street
Sylmar, CA 91347
GEORGE MARDINI, Qualify Partner
ELIAS MARDINI, General Partner
JACK MARDINI, General Partner

License No. **713576**, C54

Respondent(s)

CASE NO. N2010-481

OAH NO.

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 **MARDINI TILE & REMODELING**, License Number **417798**, 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 **E & J TILE**, License Number **713576**, 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 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 October 18, 2013.

IT IS SO ORDERED September 16, 2013.



Stephen P. Sands
Registrar of Contractors

1 KAMALA D. HARRIS
Attorney General of California
2 ARMANDO ZAMBRANO
Supervising Deputy Attorney General
3 KRITHTHIKA VASUDEVAN
Deputy Attorney General
4 State Bar No. 247590
300 So. Spring Street, Suite 1702
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Attorneys for Complainant
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8 **BEFORE THE**
REGISTRAR OF CONTRACTORS
9 **CONTRACTORS' STATE LICENSE BOARD**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

Case No. N2010-481
OAH No. 2012020488
STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER

12 **MARDINI TILE & REMODELING**
17939 Chatsworth Street, #393
13 Granada Hills, CA 91344
GEORGE MARDINI, Owner
14 **Contractor License No. 417798, C-54, B**

15 Respondent.

16 **E & J TILE**
5446 Ponce Ave
17 Woodland Hills, CA 91367
GEORGE MARDINI, Qualifying Partner
18 Elias Mardini, General Partner
Jack Mardini, General Partner
19 **Contractor License No. 713576, C-54**

20 Affiliated Party.
21

22 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
23 entitled proceedings that the following matters are true:

24 **PARTIES**

25 1. Wood Robinson ("Complainant") is the Enforcement Supervisor I of the Contractors'
26 State License Board ("Board"). He brought this action solely in his official capacity and is
27 represented in this matter by Kamala D. Harris, Attorney General of the State of California, by
28 and through Armando Zambrano, Supervising Deputy Attorney General.

1 **JURISDICTION**

2 5. On January 24, 2012, Accusation No. N2010-481 was filed before the Registrar of
3 Contractors ("Registrar"), Contractors' State License Board, Department of Consumer Affairs,
4 and is currently pending against the Respondent. The Accusation and all other statutorily
5 required documents were properly served on Respondent on January 27, 2012, Respondent
6 timely filed a Notice of Defense contesting the Accusation.

7 6. A copy of Accusation No. N2010-481 is attached as exhibit A and incorporated
8 herein by reference.

9 **ADVISEMENT AND WAIVERS**

10 7. Respondent has carefully read, fully discussed with his counsel, and understands the
11 charges and allegations in Accusation No. N2010-481.

12 8. Respondent has also carefully read, fully discussed with his counsel, and understands
13 the effects of this Stipulated Settlement and Disciplinary Order.

14 9. Respondent is fully aware of his legal rights in this matter, including the right to a
15 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
16 his own expense; the right to confront and cross-examine the witnesses against him; the right to
17 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
18 the attendance of witnesses and the production of documents; the right to reconsideration and
19 court review of an adverse decision; and all other rights accorded by the California
20 Administrative Procedure Act and other applicable laws.

21 10. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
22 every right set forth above.

23 11. Disciplinary Bond. Not later than the effective date of the decision, Respondent and
24 Affiliated Party shall file or have on file a disciplinary contractor's bond in a sum of fifteen
25 thousand dollars (\$15,000). The disciplinary bond is in addition to, may not be combined with,
26 and does not replace any other type of contractor's bond. The disciplinary bond shall remain on
27 file with the registrar for a period of at least two years and for such additional time as the
28 Registrar may determine, as required by Business and Professions Code section 7071.8.

1 **CULPABILITY**

2 12. Respondent admits the truth of each and every charge and allegation in Accusation
3 No. N2010-481.

4 13. Respondent agrees that his contractor's license is subject to discipline and he agrees to
5 be bound by the Registrar of Contractors' probationary terms as set forth in the Disciplinary Order
6 below.

7 **CIRCUMSTANCES IN MITIGATION**

8 14. Respondent has not been the subject of a previous disciplinary action. Furthermore,
9 on March 11, 2013, the Respondent entered into a "Settlement Agreement and Mutual Release"
10 with Lorraine Townhomes Homeowners Association. As part of the settlement agreement the
11 Respondent, through its insurer Navigators Specialty Insurance Company ("NSIC"), agreed to
12 pay Two Hundred Twenty Thousand Dollars (\$220,000.00) to Lorraine Townhomes
13 Homeowners Association as restitution.

14 15. Respondent George Ibrahim Mardini filed for bankruptcy in the United States
15 Bankruptcy Court, Central District of California. The bankruptcy was discharged on June 16,
16 2011 (*Bankruptcy Case No. 1:11-bk-13070-GM*).

17 **CONTINGENCY**

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

28 17. The parties understand and agree that facsimile copies of this Stipulated Settlement

1 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
2 effect as the originals.

3 18. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
4 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
5 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
6 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
7 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
8 writing executed by an authorized representative of each of the parties.

9 19. In consideration of the foregoing admissions and stipulations, the parties agree that
10 the Registrar of Contractors may without further notice or formal proceeding, issue and enter the
11 following Disciplinary Order:

12 **DISCIPLINARY ORDER**

13 IT IS HEREBY ORDERED that Contractor's License No. 417798, Class B and Class C-54
14 issued to Respondent Mardini Tile & Remodeling is revoked. However, the revocation is stayed
15 and Respondent Mardini Tile & Remodeling is placed on probation for three (3) years with the
16 following terms and conditions indicated below.

17 In addition, Contractor's License No. 713576, Class C-54 issued to Affiliated Party E & J
18 Tile is revoked. However, the revocation is stayed and Affiliated Party E & J Tile is placed on
19 probation for three (3) years with the following terms and conditions indicated below.

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

23 2. Interview with Case Management Representative. Respondent shall appear in person
24 for interview with the Case Management Representative for the Contractors' State License Board,
25 upon request and reasonable notice.

26 3. Completion of Probation. Upon successful completion of probation, the contractor's
27 license will be fully restored.

28 4. Violation of Probation. If Respondent violates probation in any respect, the Registrar

1 of Contractors, after giving notice and opportunity to be heard, may revoke probation and impose
2 the disciplinary order that is stayed.

3 5. Failure to Pay Restitution or Costs. If the Decision contains an order that requires the
4 Respondent to pay restitution or cost recovery and the Respondent fails to comply with the order
5 to pay restitution or cost recovery, then the Registrar may immediately lift the stay and re-impose
6 the Disciplinary Order without giving the Respondent an opportunity to be heard.

7 6. Continuing Jurisdiction. If an Accusation or a Petition to Revoke Probation is filed
8 against the Respondent during the probationary period, then the Registrar of Contractors shall
9 have continuing jurisdiction of this matter until the subsequent matter is final, and the period of
10 probation and all the conditions of probation shall be extended until the subsequent matter is
11 final.

12 7. Restitution to Homeowners. Respondent Mardini Tile & Remodeling, through its
13 insurer Navigators Specialty Insurance Company ("NSIC"), agreed to pay Two Hundred Twenty
14 Thousand Dollars (\$220,000.00) to Lorraine Townhomes Homeowners Association as restitution.
15 The restitution is for damages suffered by Lorraine Townhomes Homeowners Association as a
16 direct result of Respondent Mardini Tile & Remodeling conduct or omissions as a licensed
17 contractor. The Board is not requesting any additional restitution or costs.

18 8. Production of Contract Documents. Respondent shall submit copies of documents
19 directly related to the construction operations to the Registrar upon demand during the
20 probation period. This will include a list of any and all contracting projects, change orders, and
21 the anticipated completion date of each.

22 9. Contractors License Exam. Respondent George Mardini shall re-take and successfully
23 pass the Contractors' State License Board examination including the "Law" portion and "Trade"
24 portion for the Class B license within 120 days from the effective date of the disciplinary order.

25 10. Respond in Writing. Respondent shall respond in writing within twenty (20) calendar
26 days of any written inquiry or demand from the Registrar or authorized designee (Probation
27 Monitor) during the probation period. Failure to respond within the allotted time frame shall be
28 considered a violation of the terms of probation.

1 11. Maintain Active and Clear Licenses. Respondent shall maintain the disciplined
2 license in an active and clear status for the duration of the probation period.

3 12. Restriction on Individual Contract Price: Respondent shall not enter into an individual
4 contract for home improvement that includes, but not limited to work described in Business and
5 Professions Code section(s) 7026.1, 7026.2, 7151, and 7151.2, 7159, where the aggregate sum of
6 the contract price for the labor, materials, and all other items of that contract or project exceeds
7 fifteen thousand dollars (\$15,000), which includes any and all change orders and extras.

8 13. Cap on the Aggregate Sum of all Contracts Price: The aggregate sum of all
9 Respondent's outstanding contracts, including labor, materials, change orders, and extras, shall
10 not exceed \$27,500.

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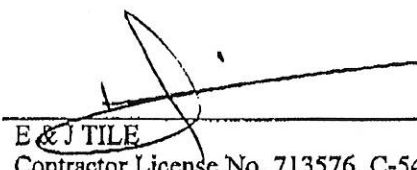
1 ACCEPTANCE

2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3 discussed it with my defense attorney Oz Tannenbaum. I understand the stipulation and the effect
4 it will have on my contractor's license. I enter into this Stipulated Settlement and Disciplinary
5 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
6 of the Registrar of Contractors, Contractors' State License Board. I approve its form and content.

7
8 DATED: August 27, 2013

9 
MARDINI TILE & REMODELING
Contractor License No. 417798, C-54, B;
GEORGE MARDINI
Respondent

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11
12
13 DATED: August 27, 2013

14 
E & J TILE
Contractor License No. 713576, C-54
GEORGE MARDINI, Qualifying Partner
Affiliated Party

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16
17 I have read and fully discussed with Respondent the terms and conditions and other matters
18 contained in the above Stipulated Settlement and Disciplinary Order. I approve its form.

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20 DATED: August 27, 2013

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OZ TANNENBAUM
Attorney for Respondent George Mardini

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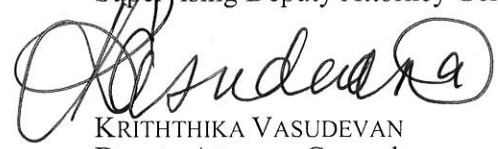
ENDORSEMENT

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

DATED: August 28, 2013

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General



KRITHTHIKA VASUDEVAN
Deputy Attorney General
Attorneys for Complainant

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