

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

In the Matter of the Accusation Against:

**NU KITCHEN AND FLOORS, INC.,
dba NU CONSTRUCTION**
3111 East Miraloma Ave.
Anaheim, CA 92806
ELIAS CHAFIC MAZLOUM, RMO
ROMEL NASSIF KFOURY, Officer

Contractor's License No. **924081**, B

And

APEX ESTATE CONS
2202 Cedar Lane
Tustin, CA 92780
ROMEL NASSIF KFOURY, Sole Owner

Contractor's License No. **895619**, B

Respondent(s)

CASE NO. N2009-175

OAH NO. 2012080741

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 **NU KITCHEN AND FLOORS, INC., dba NU CONSTRUCTION**, License Number **924081**, 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 **APEX ESTATE CONS**, License Number **895619**, 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 March 6, 2014.

IT IS SO ORDERED February 4, 2014.



Stephen P. Sands

Registrar of Contractors

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA K. SCHNEIDER
Supervising Deputy Attorney General
3 G. MICHAEL GERMAN
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8
9 **BEFORE THE**
REGISTRAR OF CONTRACTORS
10 **CONTRACTORS' STATE LICENSE BOARD**
DEPARTMENT OF CONSUMER AFFAIRS
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

13 **NU KITCHEN AND FLOORS, INC.,**
DBA NU CONSTRUCTION
14 **3111 East Miraloma Ave.**
Anaheim, CA 92806
15 **ELIAS CHAFIC MAZLOUM, RMO**
ROMEL NASSIF KFOURY, Officer

16 **Contractor's License No. 924081, B**

17 &

18 **APEX ESTATE CONS**
2202 Cedar Lane
Tustin, CA 92780
19 **ROMEL NASSIF KFOURY, Owner**

20 **Contractor's License No. 895619**

21 Respondents.

Case No. N2009-175

OAH No. 2012080741

STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER

Hearing Date: January 28, 2014

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

25 PARTIES

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

1 represented in this matter by Kamala D. Harris, Attorney General of the State of California, by G.
2 Michael German, Deputy Attorney General.

3 2. All Respondents are represented in this proceeding by attorney Tina Locklear, whose
4 address is 1 Park Plaza, Sixth Floor, Irvine, CA 92691.

5 3. On October 23, 2008, the Registrar of Contractors (Registrar) issued Contractor's
6 License Number 924081, classification B (general building contractor) to Nu Kitchen and Floors,
7 Inc., doing business as Nu Construction (Respondent) with Elias Chafic Mazloun (Mazloun),
8 Responsible Managing Officer, and Romel Nassif Kfoury (Kfoury), Officer. On or about
9 October 30, 2008, Kfoury disassociated from the license. The license was in full force and effect
10 at all times relevant to the charges brought herein and will expire on October 31, 2014, unless
11 renewed.

12 4. On April 30, 2007, the Registrar issued Contractor's License Number 895619,
13 classification B (general building contractor) to Apex Estate Cons (Apex), with Romel Nassif
14 Kfoury, as Owner. The license was in full force and effect at all times relevant to the charges
15 brought herein and will expire on April 30, 2015, unless renewed

16 JURISDICTION

17 5. Accusation No. N2009-175 was filed before the Registrar for the Board, Department
18 of Consumer Affairs on October 28, 2010. Accusation No. N2009-175 and all other statutorily
19 required documents were properly served on Respondents on November 1, 2010. Respondents
20 timely filed their Notices of Defense contesting Accusation No. N2009-175 on July 7, 2011. On
21 January 10, 2014, First Amended Accusation No. N2009-175 was filed and served, and is
22 currently pending against Respondents, whose July 7, 2011 Notices of Defense are deemed to
23 controvert its allegations.

24 6. A copy of First Amended Accusation No. N2009-175 is attached as exhibit A and
25 incorporated herein by reference.

26 ADVISEMENT AND WAIVERS

27 7. Respondents have carefully read, fully discussed with counsel, and understand the
28 charges and allegations in First Amended Accusation No. N2009-175 (Accusation). Respondents

1 have also carefully read, fully discussed with counsel, and understand the effects of this
2 Stipulated Settlement and Disciplinary Order.

3 8. Respondents are fully aware of their legal rights in this matter, including the right to a
4 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine
5 the witnesses against them; the right to present evidence and to testify on their own behalf; the
6 right to the issuance of subpoenas to compel the attendance of witnesses and the production of
7 documents; the right to reconsideration and court review of an adverse decision; and all other
8 rights accorded by the California Administrative Procedure Act and other applicable laws.

9 9. Respondents voluntarily, knowingly, and intelligently waive and give up each and
10 every right set forth above.

11 CULPABILITY

12 10. Respondents understand and agree that the charges and allegations in the Accusation,
13 if proven at a hearing, constitute cause for imposing discipline upon their licenses. For the
14 purpose of resolving the Accusation without the expense and uncertainty of further proceedings,
15 Respondents agree that, at a hearing, Complainant could establish a factual basis for the charges
16 in the Accusation, and that Respondents hereby give up their right to contest those charges.

17 11. Respondents represent that they have resolved the matters addressed in paragraphs
18 28, 36, and 46 of the Accusation among themselves and the respective homeowners involved, and
19 that they waive any claims against Jacqueline Helms arising out of the matters addressed in
20 paragraph 43 of the Accusation, as set forth in paragraph 8 of the Disciplinary Order, below.

21 12. Respondents agree that their Contractor's Licenses are subject to discipline and they
22 agree to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order
23 below.

24 CONTINGENCY

25 13. This stipulation shall be subject to approval by the Registrar or his designee.
26 Respondents understand and agree that counsel for Complainant and the staff of the Board may
27 communicate directly with the Registrar regarding this stipulation and settlement, without notice
28 to or participation by Respondents or their counsel. By signing the stipulation, Respondents

1 understand and agree that they may not withdraw their agreement or seek to rescind the
2 stipulation prior to the time the Registrar considers and acts upon it. If the Registrar fails to adopt
3 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall
4 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action
5 between the parties, and the Registrar shall not be disqualified from further action by having
6 considered this matter.

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

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

16 16. In consideration of the foregoing admissions and stipulations, the parties agree that
17 the Registrar may, without further notice or formal proceeding, issue and enter the following
18 Disciplinary Order:

19 **DISCIPLINARY ORDER**

20 IT IS HEREBY ORDERED that Contractor's License No. 924081, B issued to Respondent
21 Nu Kitchen and Floors, Inc., dba Nu Construction; Elias Chafic Mazloun, RMO; and
22 Contractor's License No. 895619 issued to Respondent Apex Estate Cons, Romel Nassif Kfoury,
23 Owner, are revoked. However, the revocations are stayed and Respondents are placed on
24 probation for three years on the following terms and conditions.

25 1. **Actual Suspension.** Contractor's License No. 924081, B issued to Respondent Nu
26 Kitchen and Floors, Inc., dba Nu Construction; Elias Chafic Mazloun, RMO; and Contractor's
27 License No. 895619 issued to Respondent Apex Estate Cons, Romel Nassif Kfoury, Owner, are
28 suspended for thirty consecutive business days, exclusive of Sundays and holidays, said

1 suspensions to be stayed for the duration of Respondents' probation.

2 2. **Obey All Laws.** Respondents shall comply with all federal, state and local laws,
3 including all building laws and uniform codes, governing the activities of a licensed contractor in
4 California.

5 3. **Interviews With Enforcement Representative.** Respondents and any of
6 Respondents' personnel of record shall appear in person for interviews with the Registrar or
7 designee upon request and reasonable notice during the probationary period.

8 4. **Timely Responses.** Respondents shall respond in writing within 20 calendar days of
9 any written inquiry or demand from the Registrar or authorized designee (Probation Monitor)
10 during the probation period. Failure to respond within the allotted timeframe shall be considered
11 a violation of the terms of probation.

12 5. **Maintain Active Licenses.** Respondents shall maintain their disciplined licenses in
13 an active and clear status for the duration of the probation period;

14 6. **Completion Of Probation.** Upon Respondents' successful completion of probation,
15 their Contractor's Licenses will be fully restored.

16 7. **Violation Of Probation.** If either Respondent violates probation or any condition of
17 probation in any respect, the Registrar, after giving notice and opportunity to be heard, may
18 revoke probation and impose the disciplinary order that is stayed. If an accusation and/or petition
19 to revoke probation is filed against either Respondent during the probationary period, then the
20 allegations of the First Amended Accusation shall be deemed admitted by Respondents for
21 purposes of the Board's consideration of such accusation and/or petition to revoke probation, the
22 Registrar shall have continuing jurisdiction of this matter until the subsequent matter is final, and
23 the period of probation and all the conditions of probation in this matter shall be extended until
24 the subsequent matter is final. If there is an order to make restitution or pay cost recovery and
25 either Respondent fails to comply with the restitution or cost recovery order and make a payment,
26 the Registrar may immediately lift the stay and reimpose the disciplinary order without giving
27 either Respondent an opportunity to be heard.

28 8. **Restitution.** Respondents shall pay, jointly and severally, the sum of \$7,000.00 to

1 Jacqueline Helms as restitution in this matter within 30 days of the effective date of the decision
2 and order adopting settlement. Payment shall be made by cashier's check or money order only;
3 personal/business checks will not be accepted. Respondents shall directly submit payment to
4 Jacqueline Helms at 15516 Foremast Drive, La Mirada, California, and shall mail proof of
5 payment to the Registrar at Contractors State License Board, P.O. Box 276005, Sacramento, CA
6 95827. Failure to timely submit proof to the Registrar or his designee of payment of restitution to
7 Jacqueline Helms shall automatically terminate the stay of the order of suspension, and
8 Respondents' licenses shall be suspended immediately upon, and revoked effective 30 days from,
9 the due date of the delinquent payment without further notice or hearing.

10 9. **Disciplinary Bond.** Not later than the effective date of the decision, each
11 Respondent shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the
12 Registrar based upon the seriousness of the violation, but which sum shall not be less than
13 \$15,000 nor more than 10 times that amount required by Business and Professions Code section
14 7071.6. The disciplinary bonds are in addition to, may not be combined with, and do not replace
15 any other type of contractor's bond. The disciplinary bonds shall remain on file with the
16 Registrar for a period of at least two years and for such additional time as the Registrar may
17 determine, as required by Business and Professions Code section 7071.8.

18 10. **Production of Documents.** Respondents shall submit copies of documents directly
19 related to construction operations to the Registrar or designee upon demand during the
20 probationary period.

21 11. **Law and Business Examination.** Respondents shall take and pass within 90 days of
22 the effective date of the Decision and Order the Board's law and business examination.
23 Respondents shall be permitted to retake the law and business examination, or any divisible part
24 of it, if not successfully passed, throughout the first year of their probation, however any
25 Respondent's failure to pass the complete law and business examination within this initial one-
26 year period of probation shall be deemed a violation of probation. Respondents have the burden
27 of applying for, scheduling, and making arrangements to take the exam.

28 12. **Trade Examination.** Respondents shall take and pass within 90 days of the effective

1 date of the Decision and Order the Contractors' State License Board's trade examination in
2 General Building Contracting. Respondents shall be permitted to retake the trade examination,
3 or any divisible part of it, if not successfully passed, throughout the first year of their probation,
4 however any Respondent's failure to pass the complete trade examination within this initial one-
5 year period of probation shall be deemed a violation of probation. Respondents have the burden
6 of applying for, scheduling, and making arrangements to take the exam.

7 13. **Cost Recovery.** Respondent shall pay, jointly and severally, the Board's costs
8 incurred in this litigation in the amount of \$25,000.00, in 18 equal monthly installments of
9 \$1,389.00 each, with the first payment due and to be made within 30 days of the effective date of
10 the Decision and Order, to the Registrar pursuant to Business and Professions Code section 125.3.
11 Payment shall be made by cashier's check or money order only; personal/business checks will not
12 be accepted. Respondents shall mail payment to the Registrar at Contractors State License Board,
13 P.O. Box 276005, Sacramento, CA 95827.

14 14. **Subcontractors.** Respondents shall submit a list of all subcontractors used on
15 construction projects to the Registrar or designee upon demand during the probationary period.

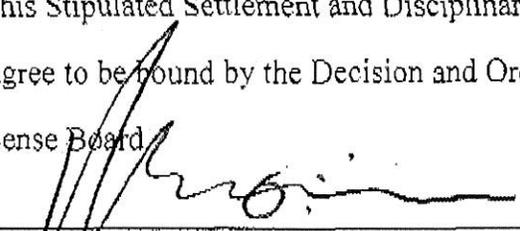
16 15. **Material Suppliers.** Respondents shall submit a list of all material suppliers used on
17 construction projects to the Registrar or designee upon demand during the probationary period.

18 16. **Employees.** Respondents shall submit a list of employees used on construction
19 projects to the Registrar or designee upon demand during the probationary period.

20 ACCEPTANCE

21 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
22 discussed it with my attorney, Tina Locklear. I understand the stipulation and the effect it will
23 have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary Order
24 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
25 Registrar of Contractors, Contractors' State License Board.

26 DATED: 1-21-14

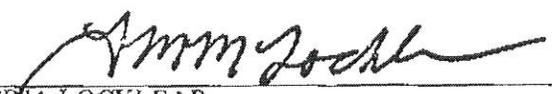

27 NU KITCHEN AND FLOORS, INC., DBA NU
28 CONSTRUCTION; ELIAS CHAFIC MAZLOUM,
RMO, Respondent

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I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Tina Locklear. 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: 1-21-14 
APEX ESTATE CONS, ROMEL NASSIF KFOURY,
OWNER, Respondent

I have read and fully discussed with Respondents Elias Chafic Mazloun and Romel Nassif Kfoury the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 1-22-14 
TINA LOCKLEAR
Attorney for Respondents

ENDORSEMENT

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

DATED: January 22, 2014
KAMALA D. HARRIS
Attorney General of California
LINDA K. SCHNEIDER
Supervising Deputy Attorney General

G. MICHAEL GERMAN
Deputy Attorney General
Attorneys for Complainant

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