

CONTRACTORS LICENSE BOARD
OFFICE OF ADMINISTRATIVE HEARINGS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2012 MAY 15 P 2: 25

In the Matter of the Contractor's License of) CLB 2006-456-L HEARINGS OFFICE
)
)
SULIMOA TAUFALLELE,) BOARD'S FINAL ORDER FOR NON-
doing business as MENORA MASONRY,) COMPLIANCE WITH A PREVIOUS
) SETTLEMENT AGREEMENT
)
Respondent.)
_____)

BOARD'S FINAL ORDER FOR NONCOMPLIANCE
WITH A PREVIOUS SETTLEMENT AGREEMENT

On March 14, 2008, the Contractors License Board ("Board") approved and adopted a Settlement Agreement in the above-referenced matter.

Under the terms of the Settlement Agreement, Respondent agreed to pay a fine in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$2,500.00), with payments of not less than TWO HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$250.00) to be paid by the last day of each calendar month beginning with the third full calendar month after the Board's approval of the Settlement Agreement until the fine amount is paid in full.

Respondent also agreed to pay restitution in the amount of SEVEN THOUSAND SEVEN HUNDRED AND NO/100 U.S. DOLLARS (\$7,700.00) to Patrick Davis, with ONE THOUSAND AND NO/100 U.S. DOLLARS (\$1,000.00) to be paid within sixty days after the Board's approval of the Settlement Agreement and additional payments of not less than TWO HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$250.00) to be paid by the last day of each calendar month thereafter until the amount is paid in full.


Respondent further agreed that failure to fully and timely comply with the terms of the Settlement Agreement shall result in the automatic revocation of Respondent's license upon the filing of an affidavit by the Regulated Industries Complaints Office ("RICO") attesting to such failure.

On May 7, 2012, the Executive Officer received a RICO affidavit which stated that Respondent failed to comply with the terms of the Settlement Agreement.

Accordingly, pursuant to the authority delegated by the Board to the Executive Officer at its July 24, 1998, and March 17, 2000, meetings, the license of Sulimoa Taufalele, doing business as Menora Masonry, is hereby revoked. Respondent shall not

be permitted to reapply for a contractor's license for a period of five (5) years. Payment of the civil penalty and restitution shall be a condition for re-licensure.

DATED: May 15, 2012



VERNA ODA
Executive Officer

WENDY J. UTSUMI 6340
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

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PROF & VOCATIONAL
LICENSING DIVISION

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2008 FEB 12 P 3: 17

2008 FEB 11 P 1: 44

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

CONTRACTORS LICENSE BOARD
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2008 MAR 17 P 1: 32
HEARINGS OFFICE

In the Matter of the Contractor's License of) CLB 2006-456-L
)
SULIMOA TAUFALELE,) SETTLEMENT AGREEMENT PRIOR TO
doing business as MENORA MASONRY,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
Respondent.)
)

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SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorney, and Respondent SULIMOA TAUFALELE, doing business as
MENORA MASONRY (hereinafter "Respondent"), enter into this Settlement Agreement on the
terms and conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent was licensed by the Contractors License Board (hereinafter the “Board”) as a C-31 (masonry) specialty contractor under License Number C 24002. The license was issued on or about October 21, 2002. The license will expire on or about September 30, 2008.

2. Respondent’s mailing address for purposes of this action is [REDACTED]

3. RICO received a complaint alleging that Respondent performed work at Patrick Davis’ residence located at 1481 Halekoa Drive, Honolulu, Hawaii 96821 (the “Project”), which resulted in the City and County of Honolulu issuing a Notice of Violation for the Project.

4. RICO alleges that Respondent contracted for and performed excavation and grading work at the Project which is not within the scope of Respondent’s contractors license, that Respondent failed to provide the required disclosures prior to contracting for the Project, and that Respondent’s contract did not include all required information.

5. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes (“HRS”) § 444-25.5 (disclosures that contractor must make to homeowner) and Hawaii Administrative Rules (“HAR”) §§ 16-77-33(c) (specialty contractor shall not act or assume to act as a contractor in any classification other than those which the licensee holds), 16-77-79 (disclosures to homeowners required prior to contracting), and 16-77-80 (information required in homeowner contracts).

6. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein licensed as a contractor by the Board acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's license.

6. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. CLB 2006-456-L.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$2,500.00), with payments of not less than TWO HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$250.00) to be paid by

the last day of each calendar month beginning with the third full calendar month after the Board's approval of this Settlement Agreement until the fine amount is paid in full. Payment shall be made by **cashier's check or money order made payable to "State of Hawaii - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due no later than sixty (60) days following Board approval of this Settlement Agreement.

2. Restitution. Respondent agrees to pay restitution in the amount of SEVEN THOUSAND SEVEN HUNDRED AND NO/100 U.S. DOLLARS (\$7,700.00) to Patrick Davis, with ONE THOUSAND AND NO/100 U.S. DOLLARS (\$1,000.00) to be paid within sixty (60) days after the Board's approval of this Settlement Agreement and additional payments of not less than TWO HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$250.00) to be paid by the last day of each calendar month thereafter until the amount is paid in full. Said payments shall be made by **cashier's check or money order made payable to "Patrick Davis"** and mailed to the Regulated Industries Complaints Office, Attn: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The mailing should be postmarked by the 30th day to be in compliance with this Settlement Agreement.

3. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraphs C.1 and C.2 above, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the

revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

4. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of contractors in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

5. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.6, C.7, C.8 and C.9 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

6. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.


7. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

8. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

9. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

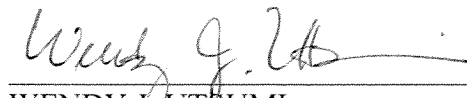
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, FEB- 7 -, 2008.



SULIMOA TAUFALLELE,
dba MENORA MASONRY
Respondent


DATED: Honolulu, Hawaii, FEB 11 2008.




WENDY J. TUTSUMI
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF SULIMO A TAUF ALELE,
DOING BUSINESS AS MENORA MASONRY; SETTLEMENT AGREEMENT PRIOR TO
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NO. CLB 2006-456-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII


TADY T. ARISUMI
Chairperson

MAR 14 2008
DATE


F. M. SCOTTY ANDERSON
Vice Chairperson


ANACLETO "LITO"
ALCANTRA

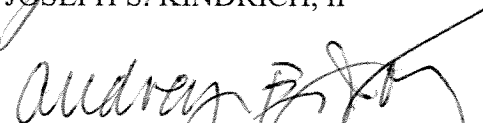

NEAL ARITA


WILLIAM R. BROWN


ERIC CARSON


JOSEPH S. KINDRICH, II


RANDALL B. C. LAU


AUDREY E. J. NG, ESQ.

RONALD K. OSHIRO


DENNY R. SADOWSKI

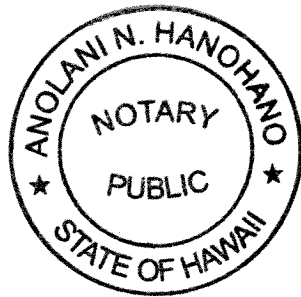

THOMAS B. VINCENT


GERALD YAMADA

PVL 07/05/07

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 7th day of February, 2008, before me personally appeared
SULIMOA TAUFALELE, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as his/her free act and deed.



Anolani N. Hanohano
Name: Anolani N. Hanohano
Notary Public – State of Hawaii
My commission expires: 6/3/2011