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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

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

In the Matter of the Contractors' Licenses of) CLB 2007-123-L
)
RELIABLE SERVICE AND GARDENING) SETTLEMENT AGREEMENT PRIOR TO
CORPORATION, doing business as) FILING OF PETITION FOR DISCIPLINARY
RELIABLE LANDSCAPING;) ACTION AND BOARD'S FINAL ORDER
RICHARD A. LONG,)
)
Respondents.)

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
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HEARINGS OFFICE

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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 Respondents RELIABLE SERVICE AND GARDENING
CORPORATION, doing business as RELIABLE LANDSCAPING ("Respondent Reliable"), and
RICHARD A. LONG ("Respondent Long") (Respondents Reliable and Long are collectively
hereinafter "Respondents"), enter into this Settlement Agreement on the terms and conditions set
forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Reliable was licensed by the Contractors License Board (hereinafter the "Board") as a C-27 (landscaping) specialty contractor under License Number C 16103. The license was issued on or about August 13, 1990. The license will expire on or about September 30, 2010.

2. At all relevant times herein, Respondent Long was licensed by the Board as a C-27 (landscaping) specialty contractor under License Number C 16104. The license was issued on or about August 13, 1990. The license will expire on or about September 30, 2010.

3. Respondents' mailing address for purposes of this action is [REDACTED]
[REDACTED]

4. RICO received a complaint alleging that Respondents exhibited poor workmanship and failed to honor the agreement for landscaping Stacy Star's property located at 92-5071 Limukele Street, Kapolei, Hawaii 96707 (the "Project").

5. Respondents allege that Ms. Star refused to sign numerous written proposals for the Project and then fired Respondents from the Project prior to completion.

6. Respondents further allege that after Ms. Star filed her complaint with RICO Respondents performed remedial work on punchlist items to the approval of Ms. Star.

7. RICO alleges that Respondents contracted for the installation of a slate and concrete patio at the Project and then subcontracted that work to John Vicente, an unlicensed contractor, and Respondents failed to include all the required disclosures in their written proposals and contracts.

8. 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”) §§ 444-9 (license required to perform specialty contractor work), 444-17(12) (willful failure to comply with HRS chapter 444 or the rules promulgated thereunder), and 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 in any classification other than those which the licensee holds), 16-77-33(d) (out-of-scope work is unlicensed activity), 16-77-79 (disclosures to homeowners required prior to contracting), 16-77-80 (information required in homeowner contracts), 16-77-71 and 16-77-75 (RME responsible for acts and omissions of contracting entity).

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are fully aware that Respondents have the right to be represented by an attorney and voluntarily waive that right.

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

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

4. Respondents being at all times relevant herein licensed as contractors by the Board acknowledges that Respondents are 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. Respondents do not admit to violating any law or rule, but acknowledge that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondents' licenses.

6. Respondents enter 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. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. CLB 2007-123-L.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agree to pay a fine in the amount of THREE THOUSAND AND NO/100 U.S. DOLLARS (\$3,000.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - 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 thirty (30) days following Board approval of this Settlement Agreement.

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

3. 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 Respondents violate any provision of the statutes or rules governing the conduct of contractors in the State of Hawaii, or if Respondents fail to abide by the terms of this Settlement Agreement.

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

5. 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 Respondents in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondents agree that neither Respondents nor any attorney that Respondents may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondents on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. 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.

7. 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 Respondents to induce entry into this Settlement Agreement, and Respondents are 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.

8. 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: Mililani, HI, 3-20-09
(CITY) (STATE) (DATE)

Richard A. Long
RICHARD A. LONG
Respondent

DATED: Mililani, Hawaii, 4-1-09
(CITY) (STATE) (DATE)

RELIABLE SERVICE AND GARDENING
CORPORATION, doing business as
RELIABLE LANDSCAPING

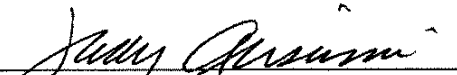
By: Richard A. Long
Its President
Respondent


DATED: Honolulu, Hawaii, APR - 3 2009

Wendy J. Utsumi
WENDY J. UTSUMI
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTORS' LICENSES OF RELIABLE SERVICE AND GARDENING CORPORATION, DOING BUSINESS AS RELIABLE LANDSCAPING; RICHARD A. LONG; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2007-123-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII


LADY T. ARISUMI
Chairperson


F. M. SCOTTY ANDERSON
Vice Chairperson

NEAL ARITA

ERIC CARSON


RANDALL B. C. LAU


RONALD K. OSHIRO

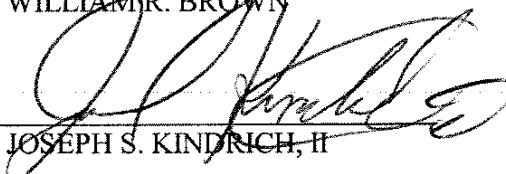

DARYL SUEHIRO

MAY 15 2009


DATE


GUY M. AKASAKI


WILLIAM R. BROWN


JOSEPH S. KINDRICH, II


AUDREY E. J. NG, ESQ.


DENNY R. SADOWSKI


GERALD YAMADA

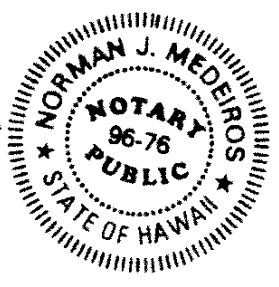
PVL 07/03/08

STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 20 day of March, 2009, before me personally appeared Richard A. Long, 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. This 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER, dated 3.15.2009, 2009 was acknowledged before me by Norman J. Medeiros, this 20 day of March, 2009, in the City of Mililani, State of Hawaii.

Norman J. Medeiros
Name: Norman J. Medeiros
Notary Public – State of
My commission expires: 3/17/2012

Doc. Date: 3/20/09 # Pages: 9
Name: Norman J. Medeiros 1 Circuit
Doc. Description: Settlement Agreement
Prior to Filing of Petition for Disciplinary Action
Norman J. Medeiros 3/20/09
Signature Date
NOTARY CERTIFICATION



STATE OF Hawaii)
COUNTY OF Honolulu) SS.
)

On this 1 day of April, 2009, before me personally appeared Richard A. Long, to me known to be the person described, and who executed the foregoing instrument on behalf of Reliable Services and Gardening as OWNER, and acknowledged that he/she executed the same as his/her free act and deed. This 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER, dated 3-15, 2009 was acknowledged before me by Norman J. Medeiros, this 1 day of April, 2009, in the City of Mililani, State of Hawaii.

Norman J. Medeiros
Name: Norman J. Medeiros
Notary Public, State of
My Commission expires: 3.17/2012

Doc. Date: 4/1/09 # Pages: 9
Name: Norman J. Medeiros 1 Circuit.
Doc. Description: Settlement Agreement Prior To Filing of Petition For Disc. Action
Norman J. Medeiros 4/1/09
Signature Date
NOTARY CERTIFICATION

