



DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

2011 OCT -3 P 3 25

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

In the Matter of the Contractor's Licenses  
of

SHANNON K.J. KAOPUA and ALL  
PACIFIC PLUMBING & MECHANICAL,  
LLC,

Respondents.

CLB 2007-134-L

BOARD'S FINAL ORDER

BOARD'S FINAL ORDER

On August 3, 2011, the duly appointed Hearings Officer submitted his proposed Findings of Fact, Conclusions of Law and Recommended order in the above-entitled matter to the parties. The parties were given an opportunity to file written exceptions. No written exceptions were filed, and oral arguments were not requested.

Upon review of the entire record of this proceeding, the Hawai'i Contractors License Board adopts the Hearings Officer's recommended decision, submitted August 3, 2011, as the Board's Final Order and finds and concludes that Respondents violated Hawaii Revised Statutes ("HRS") §§ 436B-16, 436B-19(8), 436B-19(17), and 444-17(10).

For the violations found, the Board orders that Respondents must meet the following conditions:

1. Respondents fully pay the Lani Properties and Paradise Media judgments, and provide evidence to Petitioner of recorded satisfactions of those judgments, no later than nine (9) months from the date of the Board's Order in this matter.


2. Respondent Kaopua fully pay the Midland judgment, and provide evidence to Petitioner of a recorded satisfaction of that judgment, no later than nine (9) months from the date of the Board's Order in this matter.

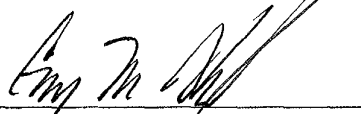
3. Respondents shall jointly pay one (1) fine in the total amount of Five Thousand and No/100 Dollars (\$5,000.00) no later than nine (9) months from the date of the Board's Order in this matter. Respondent shall send a certified check or money order for the amount of the fine, made payable to the DCCA Compliance Resolution Fund, to the Regulated Industries Complaints Office, 235 South Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813 within the specified time.

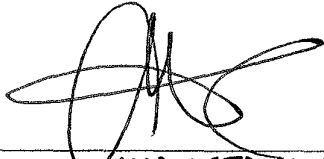
Should Respondents fail to timely meet all of the above conditions, Respondents' licenses shall be immediately suspended. Such suspension shall occur upon written notice of non-compliance with any of the above conditions sent by Petitioner to Respondents and the Contractors License Board and without the need for any further hearings in this matter. In that case, the suspension shall continue until such time as all of the aforesaid conditions are completely satisfied.

DATED: Honolulu, Hawaii, SEP 23 2011

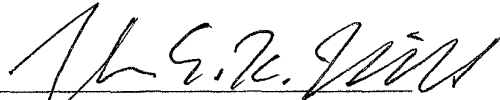
  
~~E.M. SCOTTY ANDERSON~~ NEAL ARITA  
Chairperson

  
NEAL ARITA RANDALL B.C. LAU  
Vice Chairperson

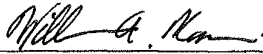
  
GUY M. AKASAKI  
Board Member



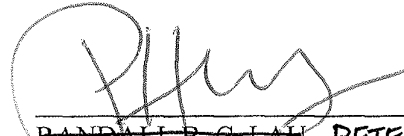
~~ERIC CARSON ANACLETO ALCANTARA, JR.~~  
Board Member



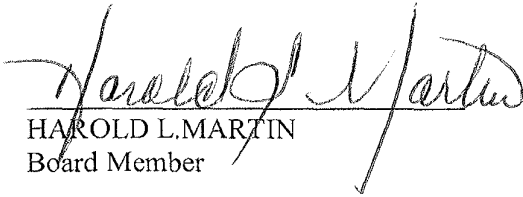
~~JOHN E. K. DILL~~  
Board Member



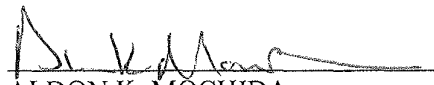
~~WILLIAM A. KAMAI~~  
Board Member



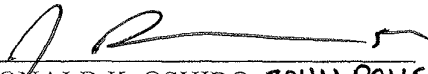
~~RANDALL B. C. LAU~~ PETER LEE  
Board Member



~~HAROLD L. MARTIN~~  
Board Member



~~ALDON K. MOCHIDA~~  
Board Member



~~RONALD K. OSHIRO~~ JOHN POUSCHECK, JR.  
Board Member

~~DENNY R. SADOWSKI~~  
Board Member



~~DARYL SUEHIRO~~  
Board Member



~~GERALD YAMADA~~  
Board Member

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RECEIVED OFFICE



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

In the Matter of the  
Contractors' Licenses of

SHANNON K.J. KAOPUA and ALL  
PACIFIC PLUMBING & MECHANICAL,  
LLC,

Respondents.

CLB 2007-134-L

FINDINGS OF FACT; CONCLUSIONS  
OF LAW; RECOMMENDED ORDER;  
EXHIBIT "A"

**Hearing Date:**

May 27, 2011

**Hearing Location:**

Office of Administrative Hearings  
Department of Commerce and  
Consumer Affairs  
335 Merchant Street, Room 100  
Honolulu, Hawai'i 96813

**Hearings Officer:** David H. Karlen

**FINDINGS OF FACT, CONCLUSIONS OF LAW,  
and RECOMMENDED ORDER**

**I. INTRODUCTION**

On April 6, 2011, in CLB 2007-134-L, the Department of Commerce and Consumer Affairs, through its Regulated Industries Complaints Office (hereafter "Petitioner"), filed a petition for disciplinary action against the contractor's licenses of Respondents Shannon K.J. Kaopua and All Pacific Plumbing & Mechanical, LLC. .

A Notice of Hearing and Pre-Hearing Conference was transmitted to the parties and served on both Respondents on April 20, 2011.

On May 10, 2011, Petitioner filed and served on Respondents a Motion for Summary Judgment. A hearing on Petitioner's Motion for Summary Judgment was held on May 27, 2011. On June 8, 2011, the Hearings Officer entered Findings of Fact; Conclusions of Law; Order Partially Granting and Partially Denying Petitioner's Motion for Summary Judgment Filed May 10, 2011 (hereafter "Summary Judgment Order"), a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

On June 13, 2011, a hearing was conducted by the undersigned Hearings Officer. Petitioner was represented by Tammy Y. Kaneshiro, Esq. Mr. Shannon K.J. Kaopua represented himself and also represented Respondent All Pacific Plumbing & Mechanical, LLC(hereafter "All Pacific").. Petitioner's Exhibits A through N were admitted into evidence. Mr. Kaopua was called as a witness by Petitioner.

Having reviewed and considered the evidence and argument presented at the hearing, together with the entire record of this proceeding, the Hearings Officer renders the following findings of fact, conclusions of law, and recommended order.

## **II. FINDINGS OF FACT**

1. All Findings of Fact contained in the Summary Judgment Order, Exhibit "A" hereto, are adopted and incorporated by reference herein.

2. At the hearing on June 13, 2011, Mr. Kaopua's testimony primarily concerned Respondents' incorrect answers on their license renewal applications. On balance, the evidence established that those incorrect answers were not deliberately or intentionally incorrect.

3. At the hearing on June 13, 2011, Petitioner recommended that, in view of the Respondents' violations of several statutes, Respondents pay off the outstanding judgments against them and pay a fine or have their licenses suspended. Said recommendation did not depend upon whether or not Respondents were found to have violated HRS §444-17(12).

4. At the hearing on June 13, 2011, Respondent did not challenge the remedies proposed by Petitioner except that Respondents requested more time than Petitioner had recommended in which Respondents would pay off the judgments and pay the fine

### **III. CONCLUSIONS OF LAW**

Petitioners have charged Respondent with violating the following provisions of the Hawaii Revised Statutes ("HRS")

**HRS §436B-16 Notice of judgments, penalties.** (a) Each licensee shall provide written notice within thirty days to the licensing authority of any judgment, award, disciplinary sanction, order, or other determination, which adjudges or finds that the licensee is civilly, criminally, or otherwise liable for any personal injury, property damage, or loss caused by the licensee's conduct in the practice of the licensee's profession or vocation. A licensee shall also give notice of such determinations made in other jurisdictions.

**HRS §§436B-19(8) and 19(17) Grounds for refusal to renew, reinstate or restore and for revocation, suspension, denial, or condition of licenses.** In addition to any other acts or conditions provided by law, the licensing authority may refuse to renew, reinstate or restore, or may deny, revoke, suspend, or condition in any manner, any license for any one or more of the following acts or conditions on the part of the licensee or the applicant thereof:

- ...
- (8) Failure to maintain a record or history of competency, trustworthiness, fair dealing, and financial integrity;
- ...
- (17) Violating this chapter, the applicable licensing laws, or any rule or order of the licensing authority.

**HRS §§444-17(10) and 17(12) Revocation, suspension, and renewal of licenses.** In addition to any other actions authorized by law, the board may revoke any license issued pursuant to this section, or suspend the right of a licensee to use a license, or refuse to renew a license for any cause authorized by law, including:

- ...
- (10) Misrepresentation of a material fact by an applicant in obtaining a license;
- ...
- (12) Wilful failure in any material respect to comply with this chapter or the rules adopted pursuant thereto

The following conclusions of law contained in the Summary Judgment Order, Exhibit "A" attached hereto are adopted herein.

The Respondents' failures to report the Lani Properties judgment are violations of HRS 436B-16.

Judgments in general, and unpaid judgments in particular, relate to an applicant's or licensee's financial integrity.

In suffering the Lani Properties, Paradise Media, and Midland judgments to be entered against him and not paying those judgments off since their entry, Respondent Kaopua has failed to maintain a record or history of financial integrity in violation of HRS 436B-19(8).

In suffering the Lani Properties and Paradise Media judgments to be entered against it and not paying those judgments off since their entry, Respondent All Pacific has failed to maintain a record or history of financial integrity in violation of HRS 436B-19(8).

The aforesaid violations of HRS §§436B-16 and 436B-19(8) also constitute violations of HRS §436B-19(17). These violations of HRS §436B-19(17) are essentially duplicative of the aforesaid violations because Petitioner's Motion did not allege any independent grounds for a claim that Respondents violated HRS §436B-19(17).

The Respondents' incorrect answers on their license renewal applications set forth above constitute "misrepresentations" within the meaning of that term in HRS §444-17(10). Proof of a "misrepresentation" as set forth in that statute does not require proof of any intentional or fraudulent action. In Kim v. Contractor's License Board, 88 Haw. 264, 965 P.2d 806 (1998), the Hawaii Supreme Court was concerned with a disciplinary action pursuant to HRS §444-17 (10) with respect to a contractor's license because of a "misrepresentation of a material fact" in connection with an application for that license. The Court held that the term "misrepresentation" did not require any intentional or fraudulent misrepresentation. The term "misrepresentation" encompassed any misrepresentation even though it may be the result of carelessness or ignorance. 88 Haw. at 812-813, 965 P.2d at 270-271.

The misrepresentations on the Respondents' license renewal applications were "material" within the meaning of that term in HRS §444-17(10) because they would likely have induced the Board to approve the license renewal applications. See Kim v. Contractor's License Board, supra, 88 Haw. at 813-814, 965 P.2d at 271-272. Petitioner did not have to prove that the licenses would not have been issued if Respondents had correctly answered the questions on their license renewal applications and revealed the existence of the judgments.

Respondents made material representations on their license renewal applications in violation of HRS §444-17(10).

In order to prove a violation of HRS §444-17(12), Petitioner must show that there was a "wilful failure in any material respect" to comply with the terms of HRS Chapter 444. (Emphasis supplied). The inclusion of the word "wilful" in the statute requires



proof of more than carelessness or ignorance. It requires proof that the violation was the result of deliberate or intentional actions. See Pancakes of Hawaii, Inc., v. Pomare Properties, 85 Haw. 286, 292-293, 94 P.2d 83, 89-90 (Haw. App. 1997).

The Hearings Officer makes the further following conclusion of law: In the circumstances of this case, it is unnecessary for the Hearings Officer to determine whether or not Respondents violated HRS §444-17(12) because the form of remedy proposed by Petitioner and not challenged by Respondents does not depend in any way on whether or not there was a violation of said statute.

#### **IV. ORDER**

For the reasons set forth above and herein, the Senior Hearings Officer recommends that Respondents meet the following conditions:

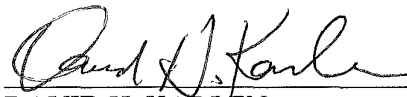
1. Respondents fully pay the Lani Properties and Paradise Media judgment, and provide evidence to Petitioner of recorded satisfactions of those judgments, no later than nine (9) months from the date of the Board's Order in this matter.

2. Respondent Kaopua fully pay the Midland judgment and provide evidence to Petitioner of a recorded satisfaction of that judgment no later than nine (9) months from the date of the Board's Order in this matter.

3. Respondents shall jointly pay one (1) fine in the total amount of Five Thousand and No/100 Dollars (\$5,000.00) no later than nine (9) months from the date of the Board's Order in this matter. Respondent shall send a certified check or money order for the amount of the fine, made payable to the DCCA Compliance Resolution Fund, to the Regulated Industries Complaints Office, 235 South Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813 within the specified time.

Should Respondents fail to timely meet all of the above conditions, Respondents' licenses should be immediately suspended. Such suspension should occur upon written notice of non-compliance with any of the above conditions sent by Petitioner to Respondents and the Contractors License Board and without the need for any further hearings in this matter. In that case, the suspension shall continue until such time as all of the aforesaid conditions are completely satisfied.

DATED: Honolulu, Hawaii, AUG - 3 2011.



DAVID H. KARLEN  
Senior Hearings Officer  
Department of Commerce  
and Consumer Affairs

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HEARINGS OFFICE



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

In the Matter of the  
Contractors' Licenses of

SHANNON K.J. KAOPUA and ALL  
PACIFIC PLUMBING & MECHANICAL,  
LLC,

Respondents.

CLB 2007-134-L

FINDINGS OF FACT; CONCLUSIONS  
OF LAW; ORDER PARTIALLY  
GRANTING AND PARTIALLY  
DENYING PETITIONER'S MOTION  
FOR SUMMARY JUDGMENT FILED  
MAY 10, 2011

**Hearing Date:**  
May 27, 2011

**Hearing Location:**  
Office of Administrative Hearings  
Department of Commerce and  
Consumer Affairs  
335 Merchant Street, Room 100  
Honolulu, Hawai'i 96813

**Hearings Officer:** David H. Karlen

**FINDINGS OF FACT; CONCLUSIONS OF LAW; ORDER PARTIALLY  
GRANTING AND PARTIALLY DENYING PETITIONER'S MOTION FOR  
SUMMARY JUDGMENT FILED MAY 10, 2011**

**I. INTRODUCTION**

This matter came on for hearing on May 27, 2011 on Petitioner's Motion for Summary Judgment, filed May 10, 2011. Petitioner was represented by Tammy K. Kaneshiro, Esq. Respondent Shannon K.J. Kaopua ("Kaopua") represented himself and

**EXHIBIT A**

also represented All Pacific Plumbing & Mechanical, LLC. (“All Pacific”). Mr. Kaopua appeared by telephone.

## II. FINDINGS OF FACT

1. Respondent Kaopua is the holder of a C37 specialty contractor’s license issued by the Contractor’s License Board (“Board”), License Number CT 25568. The license was originally issued on December 2, 2004.

2. Respondent All Pacific is the holder of a C37 specialty contractor’s license issued by the Board, License Number CT25567. The license was originally issued on December 2, 2004.

3. Respondent Kaopua is the Responsible Managing Employee for Respondent All Pacific.

4. On or about December 29, 2006, Wong Kong Har Tong, a Hawaii nonprofit corporation, by its managing agent, Lani Properties Corp. (“Lani Properties”), filed a Verified Complaint against Respondents in the District Court of the First Circuit, Koolaupoko Division, Civil No. 1RC06-1-7176, alleging, among other things, that Respondents had entered into a contract with Lani Properties for the replacement of all of the waterlines at the subject premises and that Respondent failed to prosecute and complete the work in a workmanlike, competent, and timely manner.

5. On or about March 20, 2007, a Judgment in favor of Lani Properties against Respondents herein in the amount \$14,148.75 was filed in the District Court of the First Circuit, Koolaupoko Division. Respondents did not report this judgment to the Board.

6. On or about March 9, 2007, Paradise Media Group, LLC (hereafter “Paradise Media”) filed a Complaint against Respondents in the District Court of the First Circuit,

Koolaupoko Division, Civil No. 1RC07-1-1493, alleging that on or about March 6, 2007 Respondents owed money to Paradise Media pursuant to a written agreement whereby Respondents agreed to pay for certain print plumbing advertising services which were provided by Paradise Media, and Respondents failed to pay.

7. On or about April 19, 2007, a judgment in favor of Paradise Media against Respondents in the amount of \$10,879.60 was filed in the District Court of the First Circuit, Koolaupoko Division.

8. On or about October 27, 2009, Midland Funding LLC (“Midland”) filed a complaint against Respondent Kaopua in the District Court of the First Circuit, Koolaupoko Division, Civil No. 1RC09-1-9673, alleging that on or about September 21, 2009, Respondent Kaopua owed Midland monies.

9. On or about January 19, 2010, a Judgment in favor of Midland against Respondent Kaopua in the amount of \$3,916.56 was filed in the District Court of the First Circuit, Koolaupoko Division.

10. On or about September 30, 2008, Respondent Kaopua submitted a renewal application for his C37 specialty contractor’s license, License Number CT 25568, wherein he certified that all statements there were true and correct. On that renewal application, question #4 asked: “Are there any liens or judgments against you?” Respondent Kaopua answered “no” to question #4, despite the existence of the Lani Properties and Paradise Media judgments at that time.

11. On or about September 30, 2008, Respondent all Pacific submitted its renewal application for its C37 specialty contract’s license, License Number CT 25567, wherein it certified that all statements therein were true and correct. On the renewal

application, question #4 asked: “Are there any liens or judgments against you?” Respondent All Pacific answered “no” to question #4, despite the existence of the Lani Properties and Paradise Media judgments at that time.

12. On or about September 30, 2010, Respondent Kaopua submitted a renewal application for his C37 specialty contractor’s license, License Number CT 25568, wherein he certified that all statements therein were true and correct. On that renewal application, question #4 asked: “Are there any liens or judgments against you?” Respondent Kaopua answered “no” to question #4, despite the existence of the Lani Properties, Paradise Media, and Midland judgments at that time.

13. On or about September 30, 2010, Respondent All Pacific submitted its renewal application for its C37 specialty contract’s license, License Number CT 25567, wherein it certified that all statements therein were true and correct. On that renewal application, question #4 asked: “Are there any liens or judgments against you?” Respondent All Pacific answered “no” to question #4, despite the existence of the Lani Properties and Paradise Media judgments at that time.

14. Respondents Kaopua and All Pacific did not submit any written memoranda or documents in opposition to Petitioner’s Motion for Summary Judgment, and their oral statements and arguments at the May 27, 2011 hearing on Petitioner’s Motion did not deny either the existence of the judgments or knowledge of the judgments.

15. In their oral statements and arguments on this Motion on May 27, 2011, Respondents denied that any incorrect answers to questions on any license renewal application were made with intent to deceive, defraud, or make wilful misrepresentations.

16. In this Motion for Summary Judgment, Petitioner does not allege that either Respondent intended to deceive, defraud, or make intentional misrepresentations when incorrect answers to questions any license renewal application were made.

17. A “yes” answer to those questions #4 on the license renewal applications referred to above would not have necessarily resulted in a denial of a license renewal application. However, a “yes” answer would have provided information that could have lead the Contractors License Board (“Board”) to request further information and/or make further inquiries regarding the above listed judgments in order to determine if the judgments had a bearing on the fitness of the applicants for a license. A “no” answer to those questions, on the other hand, would not lead the Board to request further information and/or make further inquiries regarding the unreported judgments, and such answers thus precluded the Board from determining whether the judgments have a bearing on the fitness of the applicants for a license.

18. A misrepresentation of the non-existence of judgments would be likely to induce the Board to approve a license renewal application whereas a correct statement about the existence of the judgments could detrimentally affect the applicant’s license renewal application.

### **III. CONCLUSIONS OF LAW**

Petitioners have charged Respondent with violating the following provisions of the Hawaii Revised Statutes (“HRS”)

**HRS §436B-16 Notice of judgments, penalties.** (a) Each licensee shall provide written notice within thirty days to the licensing authority of any judgment, award, disciplinary sanction, order, or other determination, which adjudges or finds that the licensee is civilly, criminally, or otherwise liable for any personal injury, property damage, or loss caused by the licensee's conduct in the practice of the licensee's

profession or vocation. A licensee shall also give notice of such determinations made in other jurisdictions.

**HRS §§436B-19(8) and 19(17) Grounds for refusal to renew, reinstate or restore and for revocation, suspension, denial, or condition of licenses.** In addition to any other acts or conditions provided by law, the licensing authority may refuse to renew, reinstate or restore, or may deny, revoke, suspend, or condition in any manner, any license for any one or more of the following acts or conditions on the part of the licensee or the applicant thereof:

...

- (8) Failure to maintain a record or history of competency, trustworthiness, fair dealing, and financial integrity;

...

- (17) Violating this chapter, the applicable licensing laws, or any rule or order of the licensing authority.

**HRS §§444-17(10) and 17(12) Revocation, suspension, and renewal of licenses.** In addition to any other actions authorized by law, the board may revoke any license issued pursuant to this section, or suspend the right of a licensee to use a license, or refuse to renew a license for any cause authorized by law, including:

...

- (10) Misrepresentation of a material fact by an applicant in obtaining a license;

...

- (12) Wilful failure in any material respect to comply with this chapter or the rules adopted pursuant thereto

Summary judgment is appropriate if the record herein shows that there is no genuine issue as to any material fact and that Petitioner is entitled to judgment as a matter of law. A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties. The evidence, and all reasonable inferences from the evidence, must be viewed in the light most favorable to the Respondents. Koga Engineering & Construction, Inc., v. State, 122 Haw. 60, 78, 222 P.3d 979, 997 (2010).

The Respondents' failures to report the Lani Properties judgment are violations of HRS 436B-16.



Judgments in general, and unpaid judgments in particular, relate to an applicant's or licensee's financial integrity.

In suffering the Lani Properties, Paradise Media, and Midland judgments to be entered against him and not paying those judgments off since their entry, Respondent Kaopua has failed to maintain a record or history of financial integrity in violation of HRS 436B-19(8).

In suffering the Lani Properties and Paradise Media judgments to be entered against it and not paying those judgments off since their entry, Respondent All Pacific has failed to maintain a record or history of financial integrity in violation of HRS 436B-19(8).

The aforesaid violations of HRS §§436B-16 and 436B-19(8) also constitute violations of HRS §436B-19(17). These violations of HRS §436B-19(17) are essentially duplicative of the aforesaid violations because Petitioner's Motion did not allege any independent grounds for a claim that Respondents violated HRS §436B-19(17).

The Respondents' incorrect answers on their license renewal applications set forth above constitute "misrepresentations" within the meaning of that term in HRS §444-17(10). Proof of a "misrepresentation" as set forth in that statute does not require proof of any intentional or fraudulent action. In Kim v. Contractor's License Board, 88 Haw. 264, 965 P.2d 806 (1998), the Hawaii Supreme Court was concerned with a disciplinary action pursuant to HRS §444-17 (10) with respect to a contractor's license because of a "misrepresentation of a material fact" in connection with an application for that license. The Court held that the term "misrepresentation" did not require any intentional or fraudulent misrepresentation. The term "misrepresentation" encompassed any

misrepresentation even though it may be the result of carelessness or ignorance. 88 Haw. at 812-813, 965 P.2d at 270-271.

The misrepresentations on the Respondents' license renewal applications were "material" within the meaning of that term in HRS §444-17(10) because they would likely have induced the Board to approve the license renewal applications. See Kim v. Contractor's License Board, supra, 88 Haw. at 813-814, 965 P.2d at 271-272. Petitioner did not have to prove that the licenses would not have been issued if Respondents had correctly answered the questions on their license renewal applications and revealed the existence of the judgments.

Respondents made material representations on their license renewal applications in violation of HRS §444-17(10).

In order to prove a violation of HRS §444-17(12), Petitioner must show that there was a "wilful failure in any material respect" to comply with the terms of HRS Chapter 444. (Emphasis supplied). The inclusion of the word "wilful" in the statute requires proof of more than carelessness or ignorance. It requires proof that the violation was the result of deliberate or intentional actions. See Pancakes of Hawaii, Inc., v. Pomare Properties, 85 Haw. 286, 292-293, 94 P.2d 83, 89-90 (Haw. App. 1997). On the record presented in Respondent's Motion for Summary Judgment, there is no evidence that Respondents wilfully made misrepresentations on their license renewal applications.

#### **IV. ORDER**


Pursuant to the foregoing, the Hearings Officer issues the following order on Petitioner's Motion for Summary Judgment filed May 16, 2011:

(a) That portion of Petitioner's Motion alleging violations of HRS §§436B-16, 436B-19(8), 436B-19(17), and 444-17(10) is granted.

(b) That portion of Petitioner's Motion alleging violations of HRS §444-17(12) is denied.

(c) That portion of Petitioner's Motion requesting a recommended order imposing all appropriate sanctions is denied without prejudice. The consideration of appropriate sanctions is reserved for a testimonial hearing currently scheduled for June 13, 2011.

DATED: Honolulu, Hawaii, June 8, 2011.

  
DAVID H. KARLEN  
Senior Hearings Officer  
Department of Commerce  
and Consumer Affairs