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 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
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Attorney for Department of Commerce
 and Consumer Affairs

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

In the Matter of the Contractor's Licenses of) CLB 2007-147-L
)
 CF BUILDERS, INC. and CLINTON B.) SETTLEMENT AGREEMENT PRIOR TO
 FLEMING,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
 Respondents.)
)

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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 attorneys, Respondent CF BUILDERS, INC., and Respondent
 CLINTON B. FLEMING, enter into this Settlement Agreement on the terms and conditions set
 forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent CF BUILDERS, INC. (hereinafter
 "Respondent CF Builders"), was licensed by the Contractors License Board (hereinafter the

"Board") as a specialty C-6 (carpentry framing) contractor under license number BC 25373 which was later corrected to be license number CT 25373. The license was issued on or about September 23, 2004. The license will expire on or about September 30, 2010.

2. At all relevant times herein, Respondent CLINTON B. FLEMING (hereinafter "Respondent Fleming"), was licensed by the Board as a specialty C-6 (carpentry framing) contractor under license number CT 25372. The license was issued on or about September 23, 2004. The license will expire on or about September 30, 2010.

3. For purposes of this action, the mailing address for Respondent CF Builders and Respondent Fleming (hereinafter collectively referred to as "Respondents"), is c/o J. Kevin Jenkins, Esq., Brumbaugh & Jenkins, LLP, P.O. Box 640, Wailuku, Hawaii 96793.

4. RICO received a complaint alleging Respondents failed to complete a project.

5. RICO alleges that Respondents contracted to perform work including excavation, roofing, painting, electrical and plumbing, without the required specialty licenses.

6. 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") § 436B-19 (17) (violating licensing laws) and Hawaii Administrative Rules ("HAR") § 16-77-33(c) (licensee shall not act in any classification other than those which the licensee holds).

7. 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 are represented in this matter by J. Kevin Jenkins, Esq., Brumbaugh & Jenkins, LLP, P.O. Box 640, Wailuku, Hawaii 96793.

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 acknowledge that Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of their licenses 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 represent that they had utilized licensed subcontractors to perform the plumbing, electrical, and excavation work for the subject project.

7. 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.

8. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. CLB 2007-147-L.

9. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes Chapter 92F.

C. TERMS OF SETTLEMENT

1. Administrative fine. Respondents agree to pay, jointly and severally, a fine in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). 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: Tammy Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

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(s) 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 the 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 new licenses until the expiration of at least five (5) years after the effective date of the revocations. Respondents understand that if Respondents desire to become licensed again, Respondents must apply to the Board for new licenses 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: Wailuku, HI, 10-26-09.
(City) (State) (Date)


CLINTON B. FLEMING
Respondent

DATED: Wailuku, HI, 10-26-09.
(City) (State) (Date)

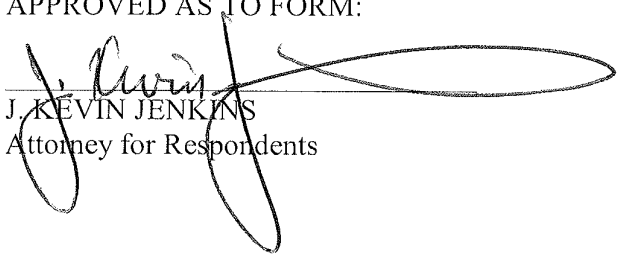
CF BUILDERS, INC.
Respondent

By: 
Its President

DATED: Honolulu, Hawaii, 10/29/09.


DARIA A. LOY-GOTO
TAMMY Y. KANESHIRO
Attorneys for Department of Commerce and
Consumer Affairs

APPROVED AS TO FORM:


J. KEVIN JENKINS
Attorney for Respondents

IN THE MATTER OF THE CONTRACTOR'S LICENSES OF CF BUILDERS, INC. AND
CLINTON B. FLEMING; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2007-147-L

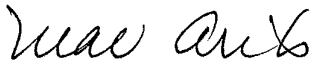
APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



F. M. SCOTTY ANDERSON
Chairperson

JAN 14 2010

DATE

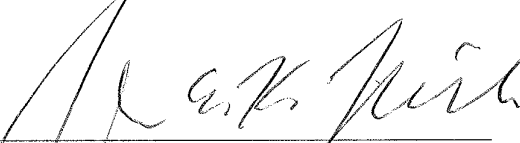


NEAL ARITA
Vice Chairperson

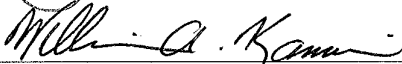
GUY M. AKASAKI



ERIC CARSON



JOHN E. K. DILL



WILLIAM A. KAMAI



RANDALL B. C. LAU



HAROLD L. MARTIN



ALDON K. MOCHIDA



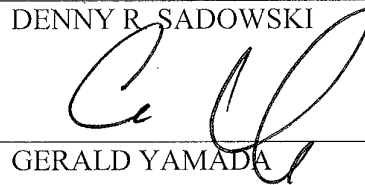
RONALD K. OSHIRO



DENNY R. SADOWSKI



DARYL SUEHIRO



GERALD YAMADA

PVL 08/25/09

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

This 9-page Settlement Agreement, dated OCT 26 2009, was executed on this date: OCT 26 2009, in the Second Circuit of the State of Hawaii, by **CLINTON B. FLEMING**, who before me personally appeared, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed in the capacity set forth above.



WENDEE N. BODDEN

No.: 86-24

Notary Public, State of Hawaii

My Commission Expires: 2-2-2010

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

This 9-page Settlement Agreement, dated OCT 26 2009, was executed on this date: OCT 26 2009, in the Second Circuit of the State of Hawaii, by **CLINTON B. FLEMING**, who executed for foregoing instrument on behalf of **CF BUILDERS, INC.**, as President, and who before me personally appeared, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed in the capacity set forth above.



WENDEE N. BODDEN

No.: 86-24

Notary Public, State of Hawaii

My Commission Expires: 2-2-2010