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TAMMY Y. KANESHIRO 6287
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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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

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Attorney for Department of Commerce
and Consumer Affairs

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

HEARINGS OFFICE

2001 FEB -3 P 1:37

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

In the Matter of the Contractor's License of) CLB 2007-233-L
)
LANGOIA NISA, individually and doing)
business as NISA CONTRACTOR,) SETTLEMENT AGREEMENT PRIOR TO
) 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 attorneys, and Respondent LANGOIA NISA, individually and doing
business as NISA CONTRACTOR (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 specialty C31(b) (stone masonry) contractor under License

Number CT 17661. The license was issued on or about August 14, 1992. The license will expire on or about September 30, 2010.

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

3. RICO received a complaint alleging that Respondent displayed poor workmanship.

4. RICO alleges that Respondent engaged in out of scope activity related to a project for, among other things, the construction of a concrete slab and driveway.

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 Administrative Rules ("HAR") § 16-77-33(c) (licensee shall not act in any classification other than those which the licensee holds).

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 No. CLB 2007-233-L.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondent agrees to pay an administrative fine in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). 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 Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1, 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.

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 Respondent violates any provision of the statutes or rules governing the conduct of specialty and general contractors in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondent agrees 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 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.

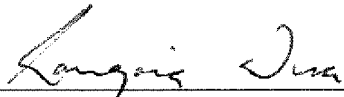
6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

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 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.

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: HONOLULU, HAWAII, NOV 26 2008
(City) (State) (Date)



LANGOLA NISA
Respondent

DATED: Honolulu, Hawaii, 12 / 1 / 08



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

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF LANGOIA NISA,
INDIVIDUALLY AND DOING BUSINESS AS NISA CONTRACTOR; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND
BOARD'S FINAL ORDER; CASE NO. CLB 2007-233-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII


TADY T. ARISUMI
Chairperson


F. M. SCOTTY ANDERSON
Vice Chairperson


NEAL ARITA


ERIC CARSON


RANDALL B. C. LAU

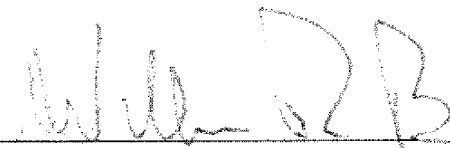
RONALD K. OSHIRO


DARYL SUEHIRO

PVL 07/03/08

JAN 30 2009
DATE


GUY M. AKASAKI


WILLIAM R. BROWN


JOSEPH S. KINDRICH, II


AUDREY E. J. NG, ESQ.


DENNY R. SADOWSKI

GERALD YAMADA

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

On this 26th day of November, 2008, before me personally appeared
LANGOIA NISA, to me known to be the person described and who
executed the foregoing instrument and acknowledged the same as his free act and deed.

Catherine Ching
Name: CATHERINE CHING
Notary Public – State of Hawaii

My Commission expires: May 18, 2011

UNDATED AT TIME OF NOTARIZATION	
Document Date: _____	# Pages: <u>8</u>
Notary Name: CATHERINE CHING First Circuit	
Doc. Description: <u>Settlement Agreement Prior to Filing of Petition for Disciplinary action and Board's final order</u>	
<u>Catherine Ching</u>	NOV 26 2008
Notary Signature	Date