

DARIA A. LOY-GOTO 6175
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

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION

2009 FEB 10 A 9 32

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2009 JAN 30 A 9 46

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 2007-82-L
)
B & J CONSTRUCTION, INC.) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
and) ACTION AND BOARD'S FINAL ORDER
)
ROBERT C. ANDERSON,)
)
Respondents.)
)

241092407

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 B & J CONSTRUCTION, INC. (hereinafter
"Respondent B & J Construction"), and Respondent ROBERT C. ANDERSON (hereinafter
"Respondent Anderson"), enter into this Settlement Agreement on the terms and conditions set
forth below.

//

//

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent B & J Construction was licensed by the Contractors License Board (hereinafter the "Board") as a general contractor under License Number CT 26250. The license was issued on or about August 29, 2005. The license will expire on or about September 30, 2010.

2. At all relevant times herein, Respondent Anderson was licensed by the Contractors License Board (hereinafter the "Board") as a general contractor under License Number CT 26251. The license was issued on or about August 29, 2005. The license will expire on or about September 30, 2010.

3. At all relevant times herein, Respondent Anderson was the Responsible Managing Employee for Respondent B & J Construction.

4. The mailing address for purposes of this action for Respondent B & J Construction and Respondent Anderson (hereinafter collectively referred to as "Respondents") is

[REDACTED]

5. RICO received a complaint from consumer Charles Crittenden alleging Respondents engaged in professional misconduct, failed to complete a project, and performed demolition work without a required permit.

6. RICO alleges that Respondents failed to obtain a permit before demolition work was performed.

7. 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") § 444-17(6) (violation of any law (to wit: county code)).

8. 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 acknowledge that Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of the 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 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 2007-82-L.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agree to pay, jointly and severally, a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). 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: Hilo, Hawaii, 01-12-09.
(CITY) (STATE)

B & J CONSTRUCTION, INC.

By: Robert C Anderson
Its Pres.

DATED: Hilo, Hawaii, 01-12-09.
(CITY) (STATE)

Robert C Anderson
ROBERT C. ANDERSON
Respondent

DATED: Honolulu, Hawaii, 1/23/09.


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

IN THE MATTER OF THE CONTRACTORS' LICENSES OF B & J CONSTRUCTION, INC.
AND ROBERT C. ANDERSON ; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NO. CLB 2007-82-L.


APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII


TADY T. ARISUMI
Chairperson

FEB 20 2009
DATE


F. M. SCOTTY ANDERSON
Vice Chairperson


GUY M. AKASAKI


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

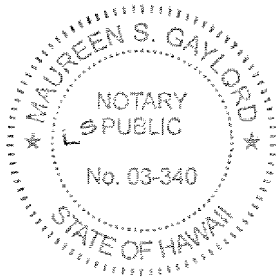

DARYL SUEHIRO


GERALD YAMADA

PVL 07/03/08

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 12th day of Jan, 2009, before me personally appeared Robert C Anderson, to me known to be the person described, and who executed the foregoing instrument on behalf of R&J Construction Inc as President, and acknowledged that he/she executed the same as his/her free act and deed.



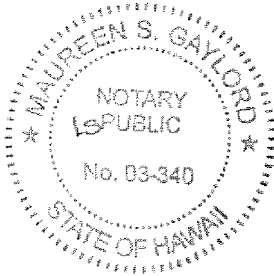
Maureen S. Gaylord
Name: MAUREEN S. GAYLORD
Notary Public, State of HAWAII
My Commission expires: JUN 22 2011

Document Date: <u>1/12/09</u>	# Pages: <u>1</u>
Notary Name: MAUREEN S. GAYLORD Third Circuit	
Doc. Description: <u>Settlement Agree Prior to filing of Petition for Disciplinary Action</u>	
Notary Signature: <u>Maureen S. Gaylord</u>	Date: <u>1/12/09</u>

A circular notary seal for Maureen S. Gaylord, Notary Public, State of Hawaii, No. 03-340. The seal features the text "MAUREEN S. GAYLORD" around the top, "NOTARY PUBLIC" in the center, and "STATE OF HAWAII" around the bottom.

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 12th day of January, 2009, before me personally appeared Robert C Anderson, 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.



Maureen S. Gaylord

Name: MAUREEN S. GAYLORD
Notary Public – State of HAWAII

My commission expires JUN 22 2011

Document Date: <u>1/12/09</u>	# Pages: <u>7</u>
Notary Name: <u>MAUREEN S. GAYLORD</u>	Third Circuit
Doc. Description: <u>Settlement Agree prior to filing of petition for disciplinary action</u>	
Notary Signature: <i>Maureen S. Gaylord</i>	Date: <u>1/12/09</u>

A circular notary seal for Maureen S. Gaylord, Notary Public, State of Hawaii, No. 03-340. The seal contains the text: MAUREEN S. GAYLORD, NOTARY PUBLIC, No. 03-340, STATE OF HAWAII.