

DARIA A. LOY-GOTO 6175 DEPT. OF COMMERCE
Regulated Industries Complaints Office AND CONSUMER AFFAIRS
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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PROF & VOCATIONAL
LICENSING DIVISION
2011 JAN 10 P 2:01
DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
STATE OF HAWAII

2011 JAN 24 P 1:42
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 Contractor's License of) CLB 2008-216-L
)
DAMASO P. ZAMBRANO,)
) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
Respondent.) ACTION AND BOARD'S FINAL ORDER
)
)

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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 Respondent DAMASO P. ZAMBRANO (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 general engineering and general building
contractor under license number BC 8742. The license was issued on or about June 21, 1977.
The license will expire on or about September 30, 2012 and is currently on inactive status.

2. From, on or about February 26, 2007, to, on or about August 19, 2010, Respondent was the Responsible Managing Employee of Hawaiian Industrial Structures, Inc.

3. Respondent's mailing address for purposes of this action is 758 Kapahulu Avenue, No. A-241, Honolulu, Hawaii 96816.

4. RICO received a complaint alleging on or about September 24, 2007, Hawaiian Industrial Structures, Inc. entered into a contract to erect a pre-engineered building structure for Makani Kai Helicopters at the Honolulu International Airport.

5. RICO alleges at the time Hawaiian Industrial Structures, Inc. entered into the contract neither it, nor its Responsible Managing Employee, was licensed as a specialty C-48 (structural steel) or C-68MI (pre-fabricated metal buildings) contractor.

6. RICO further alleges the September 24, 2007 contract was not signed or initialed by the Responsible Managing Employee for Hawaiian Industrial Structures, Inc.

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") § 436B-19(17) (violating applicable chapter or rules), and Hawaii Administrative Rules ("HAR") § 16-77-71(a)(5) (Responsible Managing Employee responsible for any violation of chapter or rules); § 16-77-33(a) ("A" and "B" licensees shall not act except in specialty classifications licensees holds); and § 16-77-71(a)(2) (Responsible Managing Employee signs or initials all contracts).

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

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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 admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HAR § 16-77-33(a) ("A" and "B" licensees shall not act except in specialty classifications licensees holds) and § 16-77-71(a)(2) (Responsible Managing Employee signs or initials all contracts).

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 2008-216-L.

8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a 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: Daria A. Loy-Goto, 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 above, 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.

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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 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.

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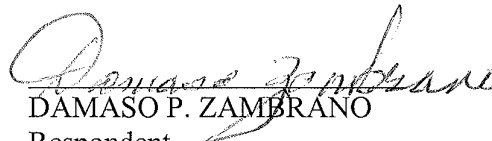
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7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into 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.

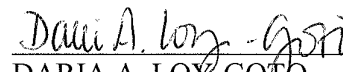
8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Hon, HI, Jan 6/2011.
(CITY) (STATE)


DAMASO P. ZAMBRANO
Respondent

DATED: Honolulu, Hawaii, JAN 10 2011.


DARIA A. LOY-GOTO
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF DAMASO P. ZAMBRANO;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2008-216-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



F. M. SCOTTY ANDERSON
Chairperson

JAN 21 2011

DATE



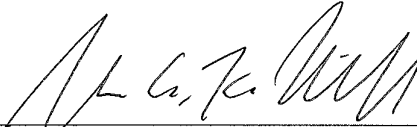
NEAL ARITA
Vice Chairperson



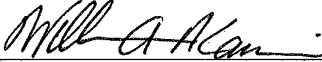
GUY M. AKASAKI



ERIC CARSON



JOHN E. K. DILL



WILLIAM A. KAMAI



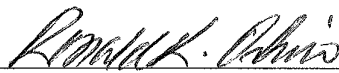
RANDALL B. C. LAU



HAROLD L. MARTIN

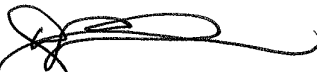


ALDON K. MOCHIDA



RONALD K. OSHIRO

DENNY R. SADOWSKI



DARYL SUEHIRO



GERALD YAMADA

PVL 06/02/10

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

On this 6th day of January, 2011, before me personally appeared
DAMASO P. ZAMBRANO, 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.

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

My commission expires: May 18, 2011

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January 6, 2011
Doc. Date: _____ # Pages 8
Notary Name: Catherine Ching First Circuit
SETTLEMENT AGREEMENT PRIOR
Doc. Description TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S
FINAL ORDER
Catherine Ching January 6, 2011
Notary Signature Date

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