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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

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 2011-122-L
)
SUPERIOR ELECTRICAL MECHANICAL) SETTLEMENT AGREEMENT PRIOR TO
& PLUMBING, INC.,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
and)
)
HENRY W. SCHOBEL, III,)
)
Respondents.)

241042211

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, Respondent SUPERIOR ELECTRICAL MECHANICAL &
PLUMBING, INC. (hereinafter "Respondent Superior Inc."), and Respondent HENRY W.
SCHOBEL, III (hereinafter "Respondent Schobel"), enter into this Settlement Agreement on the
terms and conditions set forth below.

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A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent Superior Inc. was licensed by the Contractors License Board (hereinafter the "Board") as a contractor under license number CT 30838. The license was issued on or about July 1, 2010. The license will expire or forfeit on or about September 30, 2012.

2. At all relevant times herein, Respondent Schobel was licensed by the Board as a contractor under license number CT 30839. The license was issued on or about July 1, 2010. The license will expire or forfeit on or about September 30, 2012.

3. At all relevant times herein, Respondent Schobel was the Responsible Managing Employee for Respondent Superior Inc.

4. The mailing address for Respondent Superior Inc. and Respondent Schobel (hereinafter collectively referred to as "Respondents"), is 8613 Helms Avenue, Rancho Cucamonga, California 91730.

5. RICO received a complaint alleging that Respondents were engaging in unlicensed contracting activity.

6. RICO alleges that Respondents violated the contractor licensing laws by not having an RME in residence during the period that a project was under construction in Kaneohe, Hawaii and by utilizing unlicensed electricians for this project.

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(12) (willful failure in any material respect to comply with this chapter or rules); HRS § 444-9.5 (licensing of electrical workers in accordance with HRS chapter 448E);

and Hawaii Administrative Rules ("HAR") § 16-77-71(a)(4) (RME responsible for the direct management of the business and is in residence in the State during the period a project is under construction).

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 CLB 2011-122-L.

8. Respondents submit that they did not know they needed a Hawaii licensed electrician and as soon as they were informed of that, they hired someone appropriately licensed. Respondents submit they did not realize that the RME had to be in residence for the duration of the project. Respondents will make sure that they are in full compliance with Hawaii law.

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 ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00).

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: Bobbi W.Y. Lum-Mew, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondents fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph 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 licensure 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 revocation. 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: Rancho Cucamonga CA, 10-81-11.
(CITY) (STATE) (DATE)

SUPERIOR ELECTRICAL MECHANICAL &
PLUMBING, INC.
Respondent

By: 
Its PRESIDENT

DATED: Rancho Cucamonga CA, 10-21-11
(CITY) (STATE) (DATE)

Henry W. Schobel III
HENRY W. SCHOBEL, III
Respondent


DATED: Honolulu, Hawaii, NOV 02 2011


Bobbi W. Y. Lum-Mew
BOBBI W. Y. LUM-MEW
Attorney for Department of Commerce and
Consumer Affairs


IN THE MATTER OF THE CONTRACTORS LICENSES OF SUPERIOR ELECTRICAL MECHANICAL & PLUMBING, INC. AND HENRY W. SCHOBEL, III; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2011-122-L.

IN THE MATTER OF THE CONTRACTORS LICENSES OF SUPERIOR ELECTRICAL MECHANICAL & PLUMBING, INC. AND HENRY W. SCHOBEL, III; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2011-122-L.

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



NEAL ARITA
Chairperson


RANDALL B. C. LAU
Vice Chairperson


ANACLETO "JOEY"
ALCANTARA, JR.


WILLIAM A. KAMAI

HAROLD L. MARTIN


JOHN POLISCHECK, JR.


DARYL SUEHIRO

NOV 18 2011

DATE


GUY M. AKASAKI

JOHN E. K. DILL


PETER LEE


ALDON K. MOCHIDA


DENNY R. SADOWSKI

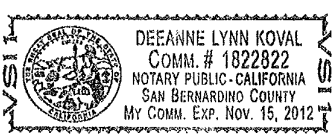

GERALD YAMADA

STATE OF California)
) SS.
COUNTY OF San Bernardino)

On this 21 day of October, 2011, before me personally appeared
Henry W. Schobel III, to me known to be the person described, and who executed the
Superior Electrical Mechanical
foregoing instrument on behalf of & Plumbing, Inc. as its
President, and acknowledged that he/she executed the same as
his/her free act and deed.

This 8-page Settlement Agreement Prior To Filing of Petition
For Disciplinary Action and BFO document dated October 21,, 2011

was acknowledged before me by Henry W. Schobel, III this 21 day of
October, 2011, in the City of Land O'Lakes in the County of
San Bernardino, in the State of California

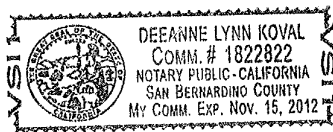


Deeanne Lynn Koval
Name: DEEANNE LYNN KOVAL
Notary Public, State of California
My Commission expires Nov 15 2012

STATE OF California)
) SS.
COUNTY OF San Bernardino)

On this 21 day of October, 2011, before me personally appeared Henry W. Schobel III, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

This 8-page Settlement Agreement Prior To Filing of Petition For Disciplinary Action document dated October 21, 2011 was acknowledged before me by Henry W. Schobel, III this 21 day of October, 2011, in the City of Las Vegas, in the County of San Bernardino, in the State of California



Deeanne Lynn Koval
Name: Deeanne Lynn Koval
Notary Public, State of California
My Commission expires: Nov 15 2012