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Department of Commerce and Consumer Affairs  
State of Hawaii  
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Honolulu, Hawaii 96813  
Telephone: 586-2660

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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March 1 2016  
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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 2011-292-L  
)  
BUILDER LINE, INC., ) SETTLEMENT AGREEMENT PRIOR TO  
) FILING OF PETITION FOR DISCIPLINARY  
Respondent. ) ACTION AND BOARD'S FINAL ORDER  
)  
)

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 BUILDER LINE, INC. (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 an "A" general engineering and a "B" general building contractor under license number ABC 26448. The license was issued on or about November 16, 2005. The license expired on September 30, 2010 and was forfeited on December 1, 2010.

2. Respondent's mailing address for purposes of this action is c/o Linda Chang-Shimauro, 802 Prospect Street, #206, Honolulu, Hawaii 96813.

3. Respondent no longer conducts business in the State of Hawaii and was involuntarily dissolved in December 2013.

4. RICO received a complaint alleging that Respondent failed to pay a materials supplier for a project despite being paid for the materials.

5. RICO alleges that Respondent failed to have a written contract containing all the required homeowner disclosures prior to starting the project.

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") §§ 444-17(14) (wilful failure to pay a debt incurred for materials) and 444-25.5 (homeowner contracts shall be in writing prior to starting a project and contain required information), and Hawaii Administrative Rules ("HAR") §§ 16-77-79 (disclosures required prior to contracting with a homeowner), and 16-77-80 (written contract required prior to starting work containing required disclosures).

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waive 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 agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation against Respondent in RICO No. CLB 2011-292-L.

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

C. TERMS OF SETTLEMENT:

1. Revocation of License. Respondent agrees to the voluntary revocation of Respondent's license.

The revocation shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

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.

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 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.

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.


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.

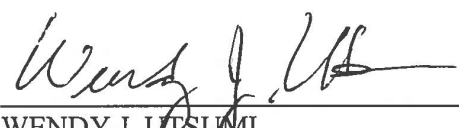
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: HONOLULU, HAWAII, Feb. 26, 2016  
(CITY) (STATE) (DATE)

BUILDER LINE, INC.

By:   
LINDA C. C. CHANG-SHIMAURA  
Its President  
Respondent

DATED: Honolulu, Hawaii, MAR - 1 2016

  
WENDY J. USUMI  
Attorney for Department of Commerce and  
Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF BUILDER LINE, INC.;  
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY  
ACTION AND BOARD'S FINAL ORDER; CASE NO(S). CLB 2011-292-L.

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APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

MAR 18 2016

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GUY M. AKASAKI  
Chairperson

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DATE



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JOHN POLISCHECK, JR.  
Vice Chairperson



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ANACLETO "JOEY"  
ALCANTARA, JR.



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TYRUS KAGAWA



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WILLIAM A. KAMAI

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NATHAN T. KONISHI



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PETER H. M. LEE



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LEONARD K. P. LEONG



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DANNY T. MATSUOKA

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KENT MATSUZAKI



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ALDON K. MOCHIDA



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DARYL SUEHIRO

STATE OF Hawaii )  
 ) SS.  
COUNTY OF Honolulu )

On this 26<sup>th</sup> day of February, 20 16, before me personally appeared LINDA C. C. CHANG-SHIMAURA, to me known to be the person described, and who executed the foregoing instrument on behalf of BUILDER LINE, 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 BOARD'S FINAL ORDER document

dated not dated, 20      was acknowledged before me by Linda Chang-Shimaura this 26<sup>th</sup> day of February, 20 16, in the City of Oahu, in the County of Honolulu, in the State of Hawaii.



Man Chan Quan  
Name: Man Chan Quan  
Notary Public, State of Hawaii  
My Commission expires: 09/11/2017