

WENDY J. UTSUMI 6340 DEPT. OF COMMERCE
 Regulated Industries Complaints Office AND CONSUMER AFFAIRS
 Department of Commerce and Consumer Affairs
 State of Hawaii 2013 JAN 22 P 1:00
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 Honolulu, Hawaii 96813
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 DEPT. OF COMMERCE
 CONSUMER AFFAIRS
 STATE OF HAWAII

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 2012-165-L
)
 LANDMARK PACIFIC BUILDERS, INC.;) SETTLEMENT AGREEMENT PRIOR TO
 WAI LUN CHAN,) 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 attorney, and Respondents LANDMARK PACIFIC BUILDERS, INC., and
 WAI LUN CHAN (hereinafter collectively "Respondents"), enter into this Settlement Agreement
 on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent LANDMARK PACIFIC BUILDERS, INC.
 ("Landmark") was licensed by the Contractors License Board (hereinafter the "Board") as a "B"
 general building contractor under license number BC 31142. The license was issued on or about
 November 10, 2010. The license will expire or forfeit on or about September 30, 2014.

2. At all relevant times herein, Respondent WAI LUN CHAN (“Chan”) was licensed by the Board as a “B” general building contractor under license number BC 24397. The license was issued on or about May 19, 2003. The license will expire or forfeit on or about September 30, 2014.

3. Chan has been the RME of Landmark since November 10, 2010.

4. Respondents’ mailing address for purposes of this action is 3212 Hinano Street, Honolulu, Hawaii 96815.

5. RICO alleges that Respondents failed to report to the Board the fine assessed by the State of Hawaii, Department of Labor and Industrial Relations, Hawaii Occupational Safety and Health Division for Respondents’ failed to install and use fall protection in which a worker fell to his death at a job site.

6. Respondents allege that there was no reason for the worker to have been on the roof and that the worker should have been working inside the 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”) §§ 436B-16(a) (licensee shall provide written notice within 30 days of a disciplinary action for personal injury) and 444-17(6) (violation of any applicable safety or labor law) and Hawaii Administrative Rules (“HAR”) § 16-77-75 (RME may be fined if the contracting entity for which the person is the RME is fined for violating contractor licensing laws).

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

B. REPRESENTATIONS BY RESPONDENT:

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 IIRS § 91-9(d), Respondents 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. Respondents being at all times relevant herein licensed as contractors by the Board acknowledges that Respondents are 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. 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 No. CLB 2012-165-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agrees to pay a fine in the amount of ONE THOUSAND AND NO/100 U.S. 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: Wendy J. Utsumi, Esq., 235 S.

Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due no later than sixty (60) days following Board approval of this Settlement Agreement.

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, 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 license to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondents understands Respondents cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondents understand that if either or both Respondents desire to become licensed again, Respondent(s) 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(s) violate any provision of the statutes or rules governing the conduct of contractors in the State of Hawaii, or if Respondent(s) fail to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondents 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 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: Honolulu, Hawaii, 12/18/2012.
(CITY) (STATE) (DATE)

Wai Lun Chan
WAI LUN CHAN
Respondent

DATED: Honolulu, Hawaii, 12/18/2012.
(CITY) (STATE) (DATE)

LANDMARK PACIFIC BUILDERS, INC.

By: Wai Lun Chan
Its President
Respondent

DATED: Honolulu, Hawaii, 12/18/2012.

Wendy J. Utsumi
WENDY J. UTSUMI
Attorney for Department of Commerce and Consumer
Affairs

IN THE MATTER OF THE CONTRACTOR LICENSES OF LANDMARK PACIFIC BUILDERS, INC. and WAI LUN CHAN; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2012-154-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



RANDALL B. C. LAU
Chairperson

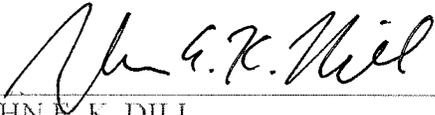
JAN 18 2013

DATE



ANACLETO "JOEY"
ALCANTARA, JR.

GUY M. AKASAKI
Vice Chairperson



JOHN F. K. DILL

TYRUS KAGAWA



WILLIAM A. KAMAI



PETER LEE



HAROLD L. MARTIN NATHAN T. KONISHI



KENT MATSUZAKI



ALDON K. MOCHIDA

JOHN POLISCHECK, JR.



DARYL SUEHIRO



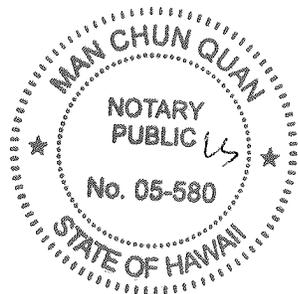
GERALD YAMADA

PVL 07/27/12

STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 18th day of December, 2012, before me personally appeared
WAI LUN CHAN, to me known to be the person described, and who executed the foregoing
instrument on behalf of himself and Landmark Pacific Builders, Inc., as its
president, and acknowledged that he 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, 2012, was acknowledged before me by Wai Lun Chan
this 18th day of December, 2012, in the City of Honolulu, in the
County of Honolulu, in the State of Hawaii.



Man Chun Quan
Name: Man Chun Quan
Notary Public, State of Hawaii

My Commission expires: 09/11/2013