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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

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

2016 MAY 20 P 3: 31

HEARINGS OFFICE

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STATE OF HAWAII  
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& 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 2012-417-L  
)  
GR CONSTRUCTION, INC.; ) SETTLEMENT AGREEMENT PRIOR TO  
GLENN B. RICAMONA, ) FILING OF PETITION FOR DISCIPLINARY  
) ACTION AND BOARD'S FINAL ORDER  
Respondents. )  
)  
)  
)

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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 GR CONSTRUCTION, INC., and GLENN B.  
RICAMONA (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 GR CONSTRUCTION, INC. ("GR")  
was licensed by the Contractors License Board (hereinafter the "Board") as a "B" general  
building contractor under license number BC 31222. The license was issued on or about  
December 21, 2010. The license will expire or forfeit on or about September 30, 2016.

2. At all relevant times herein, Respondent GLENN B. RICAMONA ("Ricamona")  
was licensed by the Board as a "B" general building contractor under license number BC 31223.  
The license was issued on or about December 21, 2010. The license will expire or forfeit on or  
about September 30, 2016.

3. At all times, Respondent Ricamona was the RME of Respondent GR.
4. Respondents' mailing address for purposes of this action is P.O. Box 1423, Aiea Hawaii 96701.
5. RICO received a complaint alleging that Respondents exhibited poor workmanship in the renovation of a residence, specifically with the flooring, and Respondents did not have a written contract for the renovation work.
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") § 444-25.5 (disclosures required in written homeowner contracts) and Hawaii Administrative Rules ("HAR") §§ 16-77-71 (RME responsible for conduct of contracting entity), 16-77-80 (disclosures required in homeowner contracts), and 16-77-97 (poor workmanship).
7. 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 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 Case No. CLB 2012-417-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 agree, jointly and severally, to pay a fine in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$2,500.00). 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: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due no later than thirty (30) days following Board approval of this Settlement Agreement.

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 a new license 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 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 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: Honolulu, Hawaii,

4-13-2016

(Date)

  
\_\_\_\_\_  
GLENN B. RICAMONA  
Respondent

DATED: Honolulu, Hawaii,

4-13-2016


(Date)

  
\_\_\_\_\_  
GR CONSTRUCTION, INC.

By: \_\_\_\_\_  
Its RME  
Respondent

DATED: Honolulu, Hawaii,

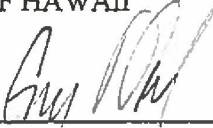
APR 15 2016

  
\_\_\_\_\_  
WENDY J. ISUMI  
Attorney for Department of Commerce  
and Consumer Affairs

IN THE MATTER OF THE CONTRACTORS' LICENSES OF GR CONSTRUCTION, INC.;  
GLENN B. RICAMONA; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2012-417-L

APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

MAY 20 2016

  
\_\_\_\_\_  
GUY M. AKASAKI  
Chairperson


\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JOHN POLISCHECK, JR.  
Vice Chairperson

\_\_\_\_\_  
ANACLETO "JOEY" ALCANTARA, JR.

  
\_\_\_\_\_  
TYRUS KAGAWA

  
\_\_\_\_\_  
WILLIAM A. KAMA

  
\_\_\_\_\_  
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

  
\_\_\_\_\_  
KENT MATSUZAKI

  
\_\_\_\_\_  
ALDON K. MOCHIDA

\_\_\_\_\_  
DARYL SUEHIRO

\_\_\_\_\_  
LESLIE ISEMOTO

PVL 05/29/15

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

On this 13<sup>th</sup> day of April, 2016, before me personally appeared  
GLENN B. RICAMONA, 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 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated  
4/13, 2016 was acknowledged before me by GLENN B.  
RICAMONA this 13<sup>th</sup> day of April, 2016, in the City and County of  
Honolulu, in the State of Hawaii.

\_\_\_\_\_  
Name: J. KUROSAW  
Notary Public, State of Hawaii

My Commission expires: 01/06/2017

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

On this 13<sup>th</sup> day of April, 2016, before me personally appeared Glenn Ricemons, to me known to be the person described, and who executed the foregoing instrument on behalf of GR CONSTRUCTION, INC., as its RME, and acknowledged he/she executed the same as his/her free act and deed.

This 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated 4/13, 2016 was acknowledged before me by Glenn Ricemons this 13<sup>th</sup> day of April, 2016, in the City and County of Honolulu, in the State of Hawaii.

[Signature]  
Name: JACKSON  
Notary Public, State of Hawaii

My Commission expires: 01/04/2017