

WENDY J. UTSUMI 6340
 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

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 DEPT. OF COMMERCE
 AND CONSUMER AFFAIRS
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 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)	CLB 2014-24-L
Contractors' Licenses of)	
)	SETTLEMENT AGREEMENT AFTER
DUMORE CONSTRUCTION &)	FILING OF PETITION FOR DISCIPLINARY
REMODELING, LLC; STEVEN R.)	ACTION AND BOARD'S FINAL ORDER
LEQUIRE,)	
)	Administrative Hearings Officer:
Respondents.)	David H. Karlen

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SETTLEMENT AGREEMENT AFTER 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 DUMORE CONSTRUCTION &
 REMODELING, LLC, and Respondent STEVEN R. LEQUIRE (hereinafter collectively,
 "Respondents"), enter into this Settlement Agreement on the terms and conditions set forth
 below.

A. UNCONTESTED FACTS:

1. From October 1, 2012, to present, DUMORE CONSTRUCTION &
 REMODELING, LLC ("Respondent Dumore"), has been a licensed contractor under License

Number BC-32459 as a "B" general building and C-21 (flooring), C-43 (sewer and pipe laying), and C-51 (tile) specialty contractor.

2. From July 27, 2005, to present, STEVEN R. LEQUIRE ("Respondent LeQuire") has been a licensed contractor under License Number BC-26132, as a "B" general building and C-21 (flooring), C-43 (sewer and pipe laying), and C-51 (tile) specialty contractor.

Respondent LeQuire has been the RME of Respondent Dumore from October 1, 2012 to present.

3. Respondents' mailing address for purposes of this action is 95-050 Hokuwa Street, #202, Mililani, Hawaii 96789.

4. RICO alleges that Respondent Dumore was the general contractor listed on the building permit for a homeowner renovation project (the "Project") and should have had a written contract with the homeowner of the Project, and Respondents contracted with The Stone Factory, LLC ("Stone Factory"), to perform the work at the Project and knew or should have known that Stone Factory was not a licensed contractor acting as an unlicensed general contractor for the Project.

5. Respondents allege that they contracted for the Project with and received payment for the Project from Stone Factory not the homeowner, and that Respondents' employee was paid most of the money paid to Respondents for the Project because he spent several hundred hours in meetings about the Project.

6. Respondent LeQuire further alleges that at the time of the Project, his mother was diagnosed with cancer, his wife left him to be with her family on the mainland leading to their divorce, and he trusted workers who did not comply with Hawaii statutes and rules.

7. On or about March 23, 2016, RICO filed a Petition for Disciplinary Action against Respondents, alleging that Respondents violated , in part, the following statute(s) and/or

rule(s): Hawaii Revised Statutes (“HRS”) §§ 444-17(12) (violating licensing laws), 444-17(9) (unlicensed employee running business), 444-17(17) (entering into a contract with an unlicensed contractor involving work or activity for the performance of which licensing is required), and 444-25.5 (contractor shall execute a written contract with a homeowner prior to performing any work), and Hawaii Administrative Rules (“HAR”) §§ 16-77-71 and 16-77-75 (RME responsible for acts and omissions of contracting entity), and 16-77-80 (written contract with homeowner required; disclosures) (the “Petition”).

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 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 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 2014-24-L.

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

C. TERMS OF SETTLEMENT:

1. Restitution. Respondents agree to pay restitution in the amount of FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$5,000.00) to Laura Maruyama. Payment shall be made by cashier's check or money order made payable to "Laura Maruyama" and mailed to the Regulated Industries Complaints Office, Attn: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of restitution 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 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 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: Mililani, Hawaii, May 10, 2016
(CITY) (STATE) (DATE)

BA
Steven R. Lequire
STEVEN R. LEQUIRE
Respondent

DATED: Mililani, Hawaii, May 10, 2016
(CITY) (STATE) (DATE)

DUMORE CONSTRUCTION &
REMODELING, LLC


By: Steven R. Lequire
Its Member
Respondent

DATED: Honolulu, Hawaii, MAY 12 2016

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

IN THE MATTER OF THE CONTRACTORS' LICENSES OF DUMORE CONSTRUCTION
& REMODELING, LLC AND STEVEN R. LEQUIRE; SETTLEMENT AGREEMENT
AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL
ORDER; CASE NO(S). CLB 2014-24-L.

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII




GUY M. AKASAKI
Chairperson

JUN 24 2016

DATE



JOHN POLISCHEK, JR.
Vice Chairperson



ANACLETO "JOEY"
ALCANTARA, JR.



TYRUS KAGAWA



WILLIAM A. KAMAI

NATHAN T. KONISHI

PETER H. M. LEE



LEONARD K. P. LEONG



DANNY T. MATSUOKA



KENT MATSUZAKI



ALDON K. MOCHIDA



DARYL SUEHIRO

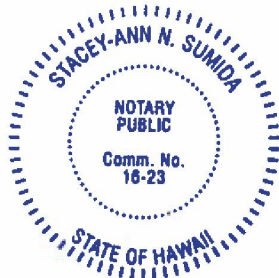


LESLIE ISEMOTO

STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 10th day of May, 2016, before me personally appeared STEVEN R. LEQUIRE, to me known to be the person described, and who executed the foregoing instrument on behalf of himself and DUMORE CONSTRUCTION & REMODELING, LLC, as its Member, and acknowledged that he executed the same as his/her free act and deed.

This 8-page SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated May 10, 2016, was acknowledged before me by Steven P. Lequire this 10th day of May, 2016, in the City of Mililani, in the County of Honolulu, in the State of Hawaii.



Stacey Ann N. Sumida
Name: Stacey Ann N. Sumida
Notary Public, State of Hawaii

My Commission expires: January 17, 2020

Doc. Date: May 10, 2016 # pages: 8
Notary Name: Stacey Ann N. Sumida 1st Circuit
Doc. Description: Contractors License Board (Stamp)
Department of Commerce and Consumer Affairs State of Hawaii
Stacey Ann N. Sumida 5/10/2016
Notary Signature Date

