

DARIA A. LOY-GOTO 6175
 JOHN T. HASSLER 5311
 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

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HEARINGS OFFICE

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DEPT OF COMMERCE
 & CONSUMER AFFAIRS
 STATE OF HAWAII

Attorneys 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 2014-335-L
)
 ASHFORD W. ALICES, individually and) SETTLEMENT AGREEMENT PRIOR TO
 doing business as, DRYWALL) FILING OF PETITION FOR DISCIPLINARY
 INSTALLATIONS HAWAII,) ACTION AND BOARD'S FINAL ORDER
)
 Respondent.)
)

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(s), and Respondent ASHFORD W. ALICES, individually and doing business as, DRYWALL INSTALLATIONS HAWAII (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 a specialty (C12 and C33b) contractor under license number C 21983. The license was issued on or about May 28, 1999. The license will expire or forfeit on or about September 30, 2016.

2. Respondent's mailing address for purposes of this action is P.O. Box 2301, Kailua-Kona, Hawaii 96745.

3. RICO received a request for investigation after Respondent disclosed judgments on a renewal application submitted to the Board.

4. RICO alleges judgments were entered against Respondent by material suppliers and that Respondent failed to timely report the judgments.

5. 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 (failure to provide notice of judgment or other determination).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and is represented in this matter by David B.M. Kaapu, Esq., 75-5751 Kuakini Highway, Suite 201, Kailua-Kona, Hawaii 96740.

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 specialty 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 admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HRS § 436B-16 (failure to provide notice of judgment or other determination), and represents the referenced judgments have been satisfied or otherwise resolved.

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 agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. CLB 2014-335-L.

8. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

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

C. TERMS OF SETTLEMENT:

1. Probation. Respondent's contractor's license is hereby placed on probation for a period of six (6) months. Probation shall become effective immediately upon the approval of this Settlement Agreement by the Board. During the probationary period, Respondent agrees to comply with the following terms and conditions:

2. Reporting judgments. During the period of probation, Respondent agrees to report any judgments within fifteen (15) days.

3. Administrative costs. Respondent agrees to pay administrative costs in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). 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: John T. Hassler, 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.

4. 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(s) C.1 through C.3 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.

5. 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.

6. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.7, C.8, C.9 and C.10 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

7. 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.

8. 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.

9. 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.

10. 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: Kealahoukua, Hawaii, February 17, 2016.
(CITY) (STATE)

Ashford W. Alices
ASHFORD W. ALICES
Respondent

DATED: Honolulu, Hawaii, February 22, 2016.

John T. Hassler
DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Department of Commerce and
Consumer Affairs

APPROVED AS TO FORM:

David B.M. Kaapu
DAVID B.M. KAAPU
Attorney for Respondent

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF ASHFORD W. ALICES,
INDIVIDUALLY AND DOING BUSINESS AS, DRYWALL INSTALLATIONS HAWAII;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO(S). CLB 2014-335-L

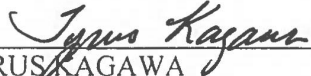
APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII

MAR 18 2016

GUY M. AKASAKI
Chairperson

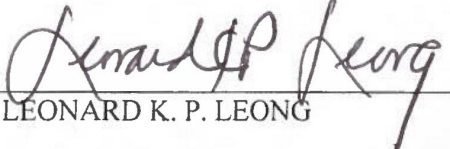


JOHN POLISCHECK, JR.
Vice Chairperson



TYRUS KAGAWA

NATHAN T. KONISHI



LEONARD K. P. LEONG

KENT MATSUZAKI



DARYL SUEHIRO

DATE



ANACLETO "JOEY"
ALCANTARA, JR.



WILLIAM A. KAMAI



PETER H. M. LEE



DANNY T. MATSUOKA



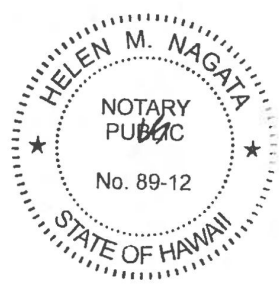
ALDON K. MOCHIDA

STATE OF Hawaii)
) SS.
COUNTY OF Hawaii)

On this 17th day of Feb., 2016, before me personally appeared

Ashford W. Alices, 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 6-page Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Board's Final Order document dated February 17, 2016 was acknowledged before me by Ashford W. Alices this 17th day of February, 2016, in the City of Kealahoukua, in the County of Hawaii, in the State of Hawaii.



Helen M. Nagata
Name: **Helen M. Nagata**
Notary Public, State of Hawaii

My Commission expires: JANUARY 4, 2017