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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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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

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 2015-240-L
)
REGINALD S. LEITE, also known as) SETTLEMENT AGREEMENT PRIOR TO
REGINALD S. LEITE, JR.,) FILING OF PETITION FOR DISCIPLINARY
doing business as RSL DRYWALL,) 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'
undersigned attorney, and Respondent REGINALD S. LEITE, also known as REGINALD S.
LEITE, JR. doing business as RSL DRYWALL (hereafter "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 (hereafter the "Board") as a C01 (Acoustical & Insulation) and C12 (Drywall) contractor under license number CT 29694. The license was issued on or about February 12, 2009. The license will expire or forfeit on or about September 30, 2016.

2. Respondent's address for the purposes of this action is P.O. Box 492736, Keaau, Hawaii 96749.

3. RICO alleges that on or about January 29, 2014, Respondent plead no contest to the charges of Operating a Vehicle Under the Influence of an Intoxicant ("OVUII") and Contempt of Court in Case No. 3DTA-12-03692.

4. RICO further alleges that on or about January 29, 2014, a Judgment was filed reflecting Respondent's convictions for OVUII and Contempt of Court in Case No. 3DTA-12-03692.

5. RICO alleges that Respondent, on his Application for Contractor's License dated September 28, 2014, answered "no" to question 3 which asked, "In the past 2 years, have you ever been convicted of a crime which has not been annulled or expunged?"

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute a violations of HRS § 436B-19(5) (procuring license through fraud, misrepresentation, or deceit) and HRS § 444-17(10) (misrepresentation of a material fact by an applicant in obtaining a license).

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

B. REPRESENTATION BY RESPONDENT:

1. Respondent is fully aware that he has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, and voluntarily, and under no coercion or duress.

3. Respondent is aware of his right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives his 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 he is subject to penalties including but not limited to revocation, suspension or limitation of its license and fines, if the foregoing allegations are proven at hearing.

5. Respondent alleges that when he answered “no” to question 3 on his PVL Renewal Application, he mistakenly believed that the questions related to felonies. Respondent further alleges that he answered the question without knowing what “annulled” or “expunged” meant.

6. 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 his license.

7. 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.

8. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO’s investigation in RICO No. CLB 2015-240-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent 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: Dawnie Ichimura, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. ONE THOUSAND AND NO/100 U.S. DOLLARS (\$1,000.00) shall be due at the time this Settlement Agreement is returned to RICO.

2. Failure to comply with this 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 cases of such revocation, Respondent shall turn in all indicia of his 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 that he 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 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 the 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 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: Hilo, Hawaii, APR 06 2016
(CITY) (DATE)


REGINALD S. LEITE
also known as REGINALD S. LEITE, JR.,
doing business as RSL DRYWALL
Respondent

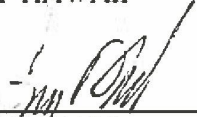
DATED: Honolulu, Hawaii, APR 12 2016


DAWNIE ICHIMURA
Attorney for Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF REGINALD S. LEITE, ALSO KNOWN AS REGINALD S. LEITE, JR., DOING BUSINESS AS RSL DRYWALL; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2015-240-L.

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII

MAY 20 2016



GUY M. AKASAKI
Chairperson

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

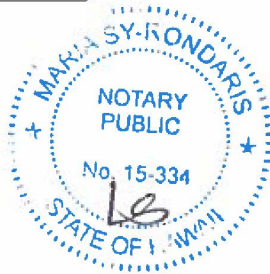
LESLIE ISEMOTO

PVL 05/29/15

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 6 day of April, 2016, before me personally appeared REGINALD S. LEITE, also known as REGINALD S. LEITE, JR., doing business as RSL DRYWALL, to me known to be the person described, acknowledged that she executed the same as his free act and deed.

This 8-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated April 6, 2016 was acknowledged before me by REGINALD S. LEITE, also known as REGINALD S. LEITE, JR., doing business as RSL DRYWALL this 6 day of April, 2016, in the City of HAWAII, in the County of HAWAII, in the State of Hawaii.



[Handwritten Signature]

Name: MARIA SY-RONDARIS
Notary Public, State of Hawaii

My Commission expires: SEP 13 2019