

DENISE P. BALANAY 5526-0
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

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION

2016 APR 19 P 1: 52

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 Contractor Licenses of) CLB 2015-243-L
)
DKSL, LLC dba PARAMOUNT) SETTLEMENT AGREEMENT PRIOR TO
BUILDERS and DANIEL YOUNG KIM,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
Respondents.)
)
241042211

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 DKSL, LLC dba PARAMOUNT
BUILDERS (hereinafter "Respondent DKSL") and Respondent DANIEL YOUNG KIM
(hereinafter "Respondent KIM") (hereinafter collectively referred to as "Respondents"), enter into
this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent DKSL was licensed by the Contractor
License Board (hereinafter the "Board") as a "B" general building contractor under license
number CT 28037. The license was issued on or about July 2, 2007. The license expires and/or

forfeits on or about September 30, 2016. At all times relevant herein, Respondent DKSL held a C48 structural steel specialty contractor's license.

2. Respondent DKSL's mailing address for purposes of this action is c/o Anna H. Oshiro, Esquire, 1003 Bishop Street, Suite 1600, Honolulu, Hawaii 96813.

3. At all times relevant herein, Respondent KIM was licensed by the Contractors License Board as a "B" general building contractor under license number CT 25520. The license was issued on or about November 12, 2004. The license expires or forfeits on or about September 30, 2016. At all times relevant herein, Respondent KIM held a C48 structural steel special contractor's license.

4. Respondent KIM's mailing address for purposes of this action is c/o Anna H. Oshiro, Esquire, 1003 Bishop Street, Suite 1600, Honolulu, Hawaii 96813.

5. At all times relevant herein, Respondent KIM was the responsible managing employee of record for Respondent DKSL.

6. RICO alleges that Respondents were not licensed as contractors in the State of Hawaii from on or about October 1, 2014 to on or about July 6, 2015.

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-19(1) (failure to maintain licensing requirements); 444-9 (unlicensed contracting activity) and Hawaii Administrative Rules §§ 16-77-71 (a) (RME responsibility) and 16-77-71(a)(5) (RME responsible for violations of company).

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are represented by Anna H. Oshiro, Esquire in this matter.
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 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 2015-243-L.
8. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION

2016 APR 19 P 1:52

DEPT OF COMMERCE
& CONSUMER AFFAIRS

1. Administrative fine. Respondent agrees to pay a fine in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). 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: DENISE P. BALANAY, Esq., 235 S. Beretania

Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due on or before

May
March 1, 2016. *DMB*

OK

*Revised
4/20*

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 Respondents' 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, April 13, 2016.
(City) (State) (Date)


DKSL, LLC dba PARAMOUNT BUILDERS
Respondent
By: DANIEL YOUNG KIM
Its Responsible Managing Employee


DATED: Honolulu, Hawaii, April 13, 2016.
(City) (State) (Date)


DANIEL YOUNG KIM
Respondent

APPROVED AS TO FORM:


ANNA H. OSHIRO
Attorney for Respondents

DATED: Honolulu, Hawaii, APR 19 2016.

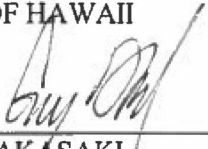

DENISE P. BALANAY
Attorney for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE CONTRACTOR LICENSES OF DKSL, LLC dba PARAMOUNT BUILDERS and DANIEL YOUNG KIM; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2015-243-L

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION
MAY 18 P 1:52
DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

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. 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)
)
CITY AND COUNTY OF HONOLULU) SS.

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION
2016 APR 19 P 1:52

On this 13th day of April, ²⁰¹⁶~~2015~~, before me personally appeared
DANIEL YOUNG KIM, to me known to be the person described, and who executed the
foregoing instrument and acknowledged that he executed the same as his free act and deed.

This 9-page Settlement Agreement Prior to Filing of Petition
For Disciplinary Action and Board's Final Order document dated
April 13, ²⁰¹⁶~~2015~~ was acknowledged before me by DANIEL YOUNG KIM
_____ this 13th day of April, ²⁰¹⁶~~2015~~, in the
City and County of Honolulu, in the State of Hawaii.



Name: Rae A.K. Tamaribuchi
Notary Public, State of Hawaii

My Commission expires: 02/18/2020

ds

Rae
up

Rae
up
Rae
up

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

RECEIVED
HAWAIIAN VOCATIONAL
LICENSING DIVISION

On this 13th day of April, ~~2015~~ ²⁰¹⁶, before me personally appeared

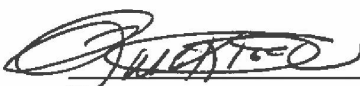
DANIEL YOUNG KIM, to me known to be the person described, and who executed the

foregoing instrument on behalf of DKSL, LLC dba PARAMOUNT BUILDERS as its

responsible managing employee and acknowledged that he executed the same as his free act and deed.

This 9-page Settlement Agreement Prior to Filing of Petition
For Disciplinary Action and Board's Final Order document dated
April 13, ~~2015~~ ²⁰¹⁶ was acknowledged before me by DANIEL YOUNG KIM

this 13th day of April,
~~2015~~ ²⁰¹⁶, in the City and County of Honolulu, in the State of Hawaii.


Name: Rae A.K. Tamaribuchi
Notary Public, State of Hawaii

My Commission expires: 02/18/2020