

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

2016 APR 19 A 9:51

2016 MAY 20 P 3:31

HEARINGS OFFICE

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 Contractors Licenses of)	CLB 2015-279-L
)	
ALTERNATE ENERGY, INC.,)	SETTLEMENT AGREEMENT PRIOR TO
)	FILING OF PETITION FOR DISCIPLINARY
and)	ACTION AND BOARD'S FINAL ORDER
)	
BRUCE K. EKIMURA,)	
)	
Respondents.)	
)	

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), Respondent ALTERNATE ENERGY, INC. (hereinafter "Respondent Alternate"), and Respondent BRUCE K. EKIMURA (hereinafter "Respondent Ekimura"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Alternate was licensed by the Contractors License Board (hereinafter the "Board") as a specialty (C60 and C61) contractor under license number CT 26041. The license was issued on or about June 14, 2005. The license will expire or forfeit on or about September 30, 2016.

2. At all relevant times herein, Respondent Ekimura was licensed by the Board as a specialty (C60 and C61) contractor under license number CT 18028. The license was issued on or about February 5, 1993. The license will expire or forfeit on or about September 30, 2016.

3. At all relevant times herein, Respondent Ekimura was the Responsible Managing Employee for Respondent Alternate.

4. The mailing address for Respondent Alternate and Respondent Ekimura (hereinafter collectively referred to as "Respondents"), is 803 Ahua Street, Honolulu, Hawaii 96819.

5. RICO alleges Respondents misrepresented information relating to requirements for connecting photo voltaic systems.

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") § 444-17(2) (unfair or deceptive acts or practices).

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 licenses 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 2015-279-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 to pay, jointly and severally, a fine in the amount of THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000.00). 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: 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.

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 licensure 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 new licenses 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 new licenses 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.

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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.

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IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, HI, 4/14/2016.
(CITY) (STATE)

ALTERNATE ENERGY, INC.
Respondent

By:  Michael Ito
Its DIR/Marketing

DATED: Honolulu, HI, 4/14/2016.
(CITY) (STATE)

BRUCE K. EKIMURA
Respondent

DATED: Honolulu, Hawaii, _____.

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

IN THE MATTER OF THE CONTRACTORS LICENSES OF ALTERNATE ENERGY, INC.
AND BRUCE K. EKIMURA; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NO(S). CLB 2015-279-L

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, HI, 4/14/2016.
(CITY) (STATE)

ALTERNATE ENERGY, INC.
Respondent

By: Michael Ito
Its DIR/Marketing

DATED: Honolulu, HI, 4/4/2016.
(CITY) (STATE)

x [Signature]
BRUCE K. EKIMURA
Respondent

DATED: Honolulu, Hawaii, April 8, 2016.

[Signature]
DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTORS LICENSES OF ALTERNATE ENERGY, INC.
AND BRUCE K. EKIMURA; SETTLEMENT AGREEMENT PRIOR TO FILING OF
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PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NO(S). CLB 2015-279-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. 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

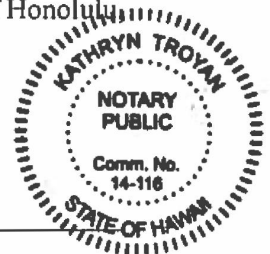
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 14 day of April, 2016, before me personally appeared
Michael Ho, to me known to be the person
described, and who executed the foregoing instrument on behalf of ALTERNATE ENERGY
INC. as its Director of Marketing, and acknowledged he/she executed the same as
his/her free act and deed.

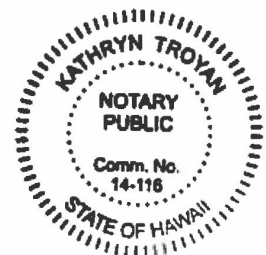
This 9-page *Settlement Agreement Prior to Filing of Petition for Disciplinary
Action and Board's Final Order* document dated April 14, 2016 was
acknowledged before me by Michael Ho
(NAME OF PERSON SIGNING THIS DOCUMENT)
this 14 day of April, 2016, in the City and County of Honolulu,
in the State of Hawaii.

Kathryn Troyan
Name: Kathryn Troyan
Notary Public, State of Hawaii

My Commission expires: 4/6/2018



Doc. Date: 4/14/16 # Pages: 9
Notary Name: Kathryn Troyan 1st Circuit
Doc. Description: Settlement Agreement (Stamp or Seal)
Prior to Filing of Petition for Disciplinary
Action and
Notary Signature Kathryn Troyan Date 4/14/16 Board's Final Order



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

On this 4 day of April, 20 16, before me personally appeared Bruce Ekimura, to me known to be the person described, and who executed the foregoing instrument and acknowledged he/she executed the same as his/her free act and deed.

This 9 - ^{KC 4/14/16} ~~8~~ page *Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Board's Final Order* document dated April 4, 20 16 was acknowledged before me by Bruce Ekimura
(NAME OF PERSON SIGNING THIS DOCUMENT)
this 4 day of April, 20 16, in the City and County of Honolulu, in the State of Hawaii.

Kathryn Troyan
Name: Kathryn Troyan
Notary Public - State of Hawaii

My Commission expires: 4/6/2018



Doc. Date: 4/4/2016 # Pages: 9
Notary Name: Kathryn Troyan 1st Circuit
Doc. Description: Settlement (Stamp or Seal)
agreement Prior to Filing of Petition for
Disciplinary Action
Kathryn Troyan 4/4/16
Notary Signature Date and Board's Final Order