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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 MAR 18 P 1:45

HEARINGS OFFICE

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PROF & VOCATIONAL
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2016 FEB 16 A 10:00

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 Contractors' Licenses of) CLB 2015-362-L
)
CAVALIER CONSTRUCTION, INC.,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
and) ACTION AND BOARD'S FINAL ORDER
)
GERALD S. BLONDEAU,)
)
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 CAVALIER CONSTRUCTION, INC. (hereinafter "Respondent Cavalier"), and Respondent GERALD S. BLONDEAU (hereinafter "Respondent Blondeau"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Cavalier was licensed by the Contractors License Board (hereinafter the "Board") as a general contractor under license number CT 23646. The license was issued on or about March 18, 2002. The license will expire or forfeit on or about September 30, 2016.

2. At all relevant times herein, Respondent Blondeau was licensed by the Board as a general contractor under license number CT 18272. The license was issued on or about May 17, 1993. The license will expire or forfeit on or about September 30, 2016.

3. At all relevant times herein, Respondent Blondeau was the Responsible Managing Employee for Respondent Cavalier.

4. The mailing address for Respondent Cavalier and Respondent Blondeau (hereinafter collectively referred to as "Respondents"), is 1448 Auauki Street, Kailua, Hawaii 96734.

5. RICO alleges Respondents entered into an agreement with an unlicensed person to perform site preparation work.

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") § 436B-19(6) (aiding and abetting an unlicensed person to directly or indirectly perform activities requiring a license).

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 Case No. CLB 2015-362-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 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: 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.

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: Honolulu, Hawaii, 1 - 27 - 16.

CAVALIER CONSTRUCTION, INC.
Respondent

By: 
Its president

DATED: Honolulu, Hawaii, 1 - 27 - 16.


GERALD S. BLONDEAU
Respondent

DATED: Honolulu, Hawaii, February 12, 2016.


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

IN THE MATTER OF THE CONTRACTORS' LICENSES OF CAVALIER CONSTRUCTION,
INC. AND GERALD S. BLONDEAU; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER
RICO CASE NO. CLB 2015-362-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII

MAR 18 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



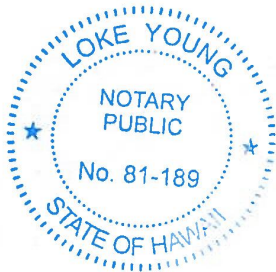
DARYL SUEHIRO

PVL 05/29/15

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

On this 27th day of January, 2016, before me personally appeared
GERALD S. BLONDEAU, 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 7-page Settlement Agreement Prior to Stipulating
Petition for Disciplinary Action & Board Final Order
document dated 1/27/16, 2016 was acknowledged before me by
GERALD S. BLONDEAU this 27th day of January, 2016, in the City
and County of Honolulu, in the State of Hawaii, 1st Judicial Circuit.



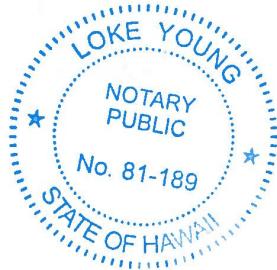
Loke Young
Name: Loke Young
Notary Public, State of Hawaii

My Commission expires: 5/29/2018

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

On this 27th day of January, 2016, before me personally appeared Gerald Blondeau, to me known to be the person described, and who executed the foregoing instrument on behalf of Cavalier Construction, Inc. as its President, and acknowledged that he/~~she~~ executed the same as his/~~her~~ free act and deed.

This 7-page Settlement Agreement prior to Filing of Petition for Disciplinary Action & Board's Final Order document dated January 27, 2016 was acknowledged before me by Gerald Blondeau this 27th day of January, 2016, in the City and County of Honolulu, in the State of Hawaii, 1st Judicial Circuit.



Loke Young
Name: Loke Young
Notary Public, State of Hawaii

My Commission expires: 5/29/2018