

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

Attorney for Department of Commerce
and Consumer Affairs

RECEIVED
2016 OCT 25 P 2:21
HEARINGS OFFICE

2016 NOV 18 A 11:35

DEPT. 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 2016-342-L
)
RON'S ELECTRICAL SERVICE, LLC,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
and) ACTION AND BOARD'S FINAL ORDER
)
RONALD C. FLORES,)
)
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, Respondent RON'S ELECTRICAL SERVICE, LLC
(hereinafter "RON'S"), and Respondent RONALD C. FLORES (hereinafter "FLORES")
(collectively "Respondents") enter into this Settlement Agreement on the terms and conditions
set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, RON'S was licensed by the Contractors License
Board (hereinafter the "Board") as a C-13 contractor under license number CT 25741. The
license was issued on or about February 11, 2005. The license will expire or forfeit on or about
September 30, 2018.

2. At all relevant times herein, FLORES was licensed by the Board as a C-13 contractor under license number CT 22141. The license was issued on or about September 3, 1999. The license will expire or forfeit on or about September 30, 2018.

3. At all relevant times herein, FLORES was the Responsible Managing Employee for RON'S.

4. The mailing address for Respondents is 1518 Molehu Drive, Honolulu, Hawaii 96818.

5. RICO alleges that in or around April of 2016, Respondents entered into a contract to provide electrical contracting services for an unlicensed business entity performing renovation of a building located in Honolulu, Hawaii. Respondents agreed to obtain electrical permits for the work and call for inspections of the work by the City and County of Honolulu, Department of Planning and Permitting.

6. Respondents are alleged to have entered into a contract with an unlicensed person to perform work that required a license and/or aided and abetted an unlicensed person to evade the requirements of Hawaii Revised Statutes ("HRS") Chapter 444.

7. The foregoing allegation, if proven at an administrative hearing before the Board, would constitute violations of HRS §§ 444-9.3 (Aiding or abetting an unlicensed person to evade HRS chapter 444) and/or 444-17(17) (Entering into a contract with an unlicensed contractor involving work or activity for the performance of which licensing is required under chapter 444).

8. 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 2016-342-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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). 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 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.

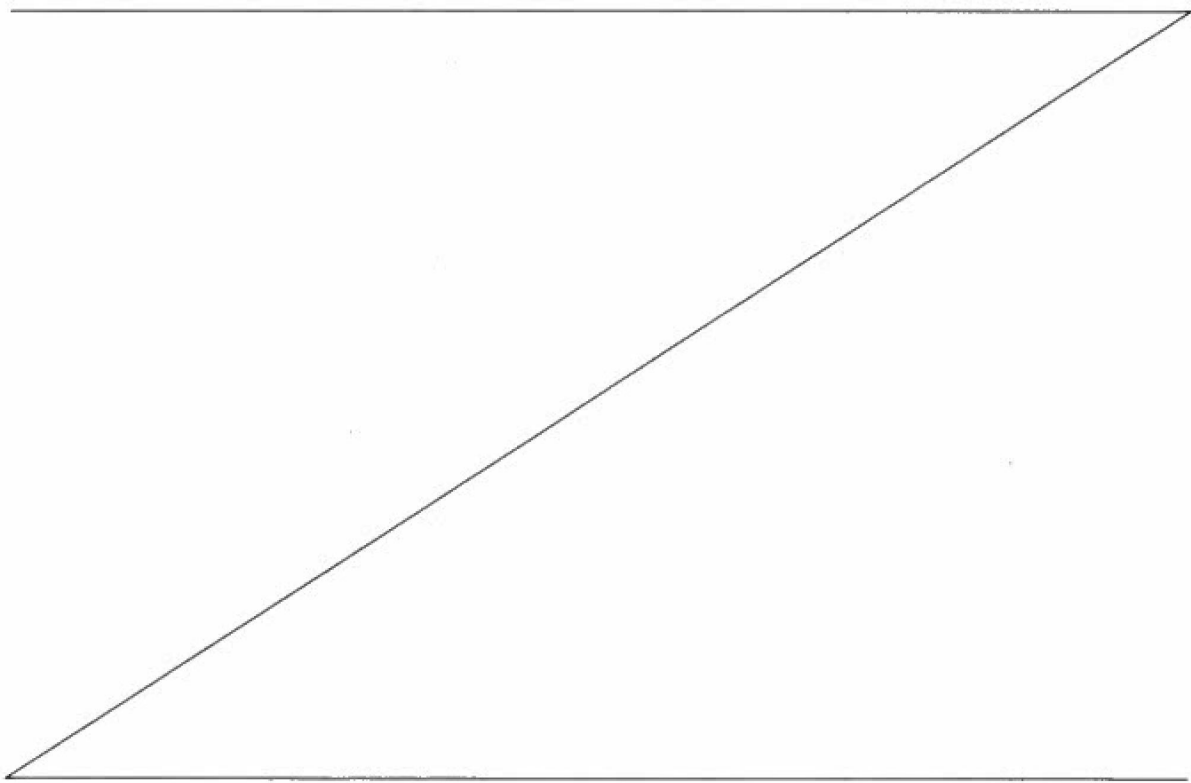
5. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondents in the Board's

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, 10-25-16.
[City] [State] [Date]


RON'S ELECTRICAL SERVICE, LLC
Respondent

By: 
Its OWNER

DATED: HONOLULU, HAWAII, 10-25-16.
[City] [State] [Date]


RONALD C. FLORES
Respondent

DATED: Honolulu, Hawaii, October 25, 2016.


JOHN T. HASSLER
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTORS' LICENSES OF RON'S ELECTRICAL SERVICE, LLC AND RONALD C. FLORES; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2016-342-L.

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



JOHN POLISCHECK, JR.
Chairperson

NOV 18 2016

DATE



TYRUS KAGAWA
Vice Chairperson

ANACLETO "JOEY"
ALCANTARA, JR.



LESLIE ISEMOTO



WILLIAM A. KAMAI



NATHAN T. KONISHI



PETER H. M. LEE



LEONARD K. P. LEONG



DANNY T. MATSUOKA



KENT MATSUZAKI



ALDON K. MOCHIDA

STATE OF Hawaii)
COUNTY OF Honolulu) SS.

On this 25 day of October, 2016, before me personally appeared Ronald C. Flores, 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 8-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated October 25, 2016 was acknowledged before me by Ronald C Flores this 25 day of October, 2016, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.

L.S.

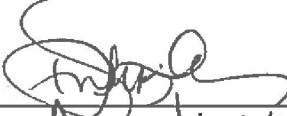
[Signature] L.S.
Name: Anna Lisa Kho
Notary Public, State of Hawaii
My Commission expires: 06/26/2019

STATE OF Hawaii)
COUNTY OF Honolulu) SS.
)

On this 25 day of October, 2016, before me personally Ronald C. Flores, to me known to be the person described, and who executed the foregoing instrument on behalf of Ron's Electrical Service, LLC as its owner, and acknowledged that he/she executed the same as his/her free act and deed.

This 8-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated October 25, 2016 was acknowledged before me by Ronald C. Flores this 25 day of October, 2016, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.

L.S.


Name: Anna Liza Kho
Notary Public, State of Hawaii
My Commission expires: 06/26/2019