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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

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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
STATE OF HAWAII

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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
STATE OF HAWAII

Attorney for Department of Commerce
and Consumer Affairs

REAL ESTATE COMMISSION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Real Estate Licenses of) REC 2012-75-L
)
BPG HAWAII, LLC, dba BRIDGE REAL) SETTLEMENT AGREEMENT PRIOR TO
ESTATE, and DEBORAH OAKLEY-) FILING OF PETITION FOR DISCIPLINARY
MELVIN,) ACTION AND COMMISSION'S FINAL
) ORDER
Respondents.)
)

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SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorney, and Respondents BPG HAWAII, LLC, dba BRIDGE REAL
ESTATE, and DEBORAH OAKLEY-MELVIN (hereinafter collectively "Respondents"), enter
into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent BPG HAWAII, LLC, dba BRIDGE
REAL ESTATE ("BPG") was licensed by the Commission as a real estate broker under License

Number RB 20478. The license was issued on or about April 8, 2010. The license will expire or forfeit on or about December 31, 2014.

2. At all relevant times herein, Respondent DEBORAH OAKLEY-MELVIN ("Oakley-Melvin") was licensed by the Commission as a real estate broker under License Number RB 20631 and was the principal broker for BPG. The license was issued on or about November 22, 2010. The license will expire or forfeit on or about December 31, 2014.

3. Respondents' mailing address for purposes of this action is 1050 Bishop Street, Ste. 303, Honolulu, Hawaii 96813.

4. RICO alleges that on or about December 7, 2012, a judgment in the amount of \$3,401.66 was entered against BPG in Hawaii District Court of the Second Circuit, Small Claims Case No. 11-1-0452, *Loren E. Clive v. BPG Hawaii, LLC*, a lawsuit concerning unpaid real estate commissions.

5. RICO further alleges that neither BPG nor Oakley-Melvin reported the judgment to the Real Estate Commission ("Commission").

6. The judgment was later the subject of a settlement agreement between Respondent BPG and Loren E. Clive.

7. The foregoing allegations, if proven, would constitute a violation of Hawaii Revised Statutes ("HRS") §436B-16.

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are fully aware that they 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 their 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 by the Commission acknowledge that they 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 Case No. REC 2012-75-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 BPG and Oakley-Melvin agree to each pay a fine in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for a total payment of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00). 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 fails 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 Commission attesting to such failure. In case of such revocation, Respondents shall turn in all indicia of the licenses to the Executive Officer of the Commission 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 Commission 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 Commission, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Commission may deem appropriate if Respondents violate any provision of the statutes or rules governing the conduct of real estate licensees in the State of Hawaii.

4. Approval of the Commission. 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 Commission.

5. No Objection if Commission Fails to Approve. If the Commission 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 Commission'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 Commission's proceeding against Respondents on the basis that the Commission 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, Hawaii, November 7, 2013.

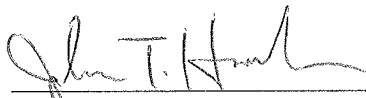

DEBORAH OAKLEY-MELVIN
Respondent

DATED: Honolulu, Hawaii, November 19, 2013.


BPG HAWAII, LLC,
dba BRIDGE REAL ESTATE

By: Tyler Greene
Its Manager
Respondent

DATED: Honolulu, Hawaii, NOV 22 2013.


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

IN THE MATTER OF THE REAL ESTATE LICENSES OF BPG HAWAII, LLC AND
DEBORAH OAKLEY-MELVIN; SETTLEMENT AGREEMENT PRIOR TO FILING
OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER;
RICO CASE NO. REC 2012-75-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII

DEC 20 2013

NIKKI T. SENTER
Chairperson

DATE


FRANCES T. GENDRANO

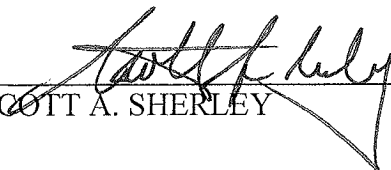
SCOTT C. ARAKAKI


BRUCE FAULKNER


ROWENA B. COBB

WALTER HARVEY


LAURIE A. LEE


SCOTT A. SHERLEY


AILEEN Y. WADA

PVL 07/18/13

STATE OF HAWAII

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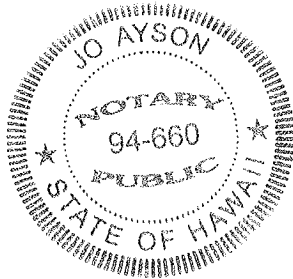
) SS.

CITY AND COUNTY OF HONOLULU

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On this 7th day of November, 2013, before me personally appeared
DEBORAH OAKLEY-MELVIN, to me known to be the person described, and who executed the
foregoing instrument and acknowledged that she executed the same as her free act and deed.

This 9-page Settlement Agreement Prior to Filing Petition for Disciplinary Action and Commission's Final Order
document dated November 7, 2013 was acknowledged before me by
Deborah Oakley-Melvin this 7th day of November, 2013, in the
City and County of Honolulu, in the State of Hawaii.



Name: JO AYSON
Notary Public, State of Hawaii

My Commission expires: 11-21-2014

STATE OF HAWAII

)

) SS.

CITY AND COUNTY OF HONOLULU

)

On this 19 day of November, 2013, before me personally appeared

Tyler Green, to me known to be the person described, and who executed the

foregoing instrument on behalf of BPG HAWAII, LLC, dba BRIDGE REAL ESTATE as its

mgr. member, and acknowledged that he/she executed the same as

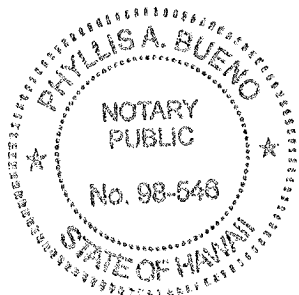
his/her free act and deed.

This 9-page Settlement agreement prior to filing of petition for disciplinary action + commission's final order.

document dated Nov. 19, 2013, 2013 was acknowledged before me by

Tyler Green this 19 day of November, 2013, in the

City and County of Honolulu, in the State of Hawaii.



Phyllis A. Bueno

Name: PHYLLIS A. BUENO
Notary Public, State of Hawaii

My Commission expires: 10-25-14