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 Regulated Industries Complaints Office
 Department of Commerce and Consumer Affairs
 State of Hawaii
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 235 South Beretania Street, Suite 900
 Honolulu, Hawaii 96813
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DEPT. OF COMMERCE
 CONSUMER AFFAIRS
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RECEIVED
 PROF & VOCATIONAL
 LICENSE COMMISSION

Attorney for Department of Commerce
 and Consumer Affairs

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

RECEIVED
 REAL ESTATE DIVISION
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In the Matter of the Real Estate Licenses of) REC 2013-33-L
)
 JULIANA SIMONE and) SETTLEMENT AGREEMENT PRIOR TO
 SUNSET HOMES, LLC,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND COMMISSION'S FINAL
 Respondents.) ORDER
)
)

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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 JULIANA SIMONE and SUNSET HOMES,
 LLC (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 JULIANA SIMONE ("SIMONE") was
 licensed by the Commission as a real estate broker under License Number RB 15582 and was, at
 all relevant times, the principal broker of SUNSET HOMES, LLC ("SUNSET"). The license

was issued on or about October 8, 1990. The license will expire or forfeit on or about December 31, 2014.

2. At all relevant times herein, SUNSET was licensed by the Commission as a real estate broker under License Number RB 17682. The license was issued on or about November 6, 2001. The license will expire or forfeit on or about December 31, 2014.

3. Respondents' mailing address for purposes of this action is 66-030 Kamehameha Highway, Haleiwa, Hawaii 96712

4. RICO alleges that on or about December 31, 2010, the license of a real estate salesperson then associated with Respondents expired and/or was forfeited.

5. The associated real estate salesperson has not restored his real estate salesperson's license or sought a new license at any time since December 31, 2010.

6. The associated real estate salesperson ended his association with Respondents shortly after Respondents discovered that his license had not been renewed prior to December 31, 2010.

7. The associated real estate salesperson is and/or will be the subject of a separate RICO proceeding.

8. The associated real estate salesperson is alleged to have undertaken activities requiring a license between approximately January 1, 2011 and December 31, 2012.

9. Respondents SIMONE and SUNSET are alleged to have failed to ensure that the associated real estate salesperson's license was timely renewed. Respondents fully cooperated with RICO in the investigation of this matter.

10. The foregoing allegations, if proven, would constitute violations of the following statutes governing the conduct of real estate brokers licensed in the State of Hawaii: HRS §467-1.6(b)(7) (failure to ensure that associated real estate licensees are current and active).

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

B. REPRESENTATIONS BY RESPONDENT:

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 admit to the veracity of the allegations and that their acts constitute violations of the following statute governing the conduct of licensees in the State of Hawaii: HRS §467-1.6(b)(7) (failure to ensure that associated real estate licensees are current and active).

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 2012-33-L as it pertains to their respective real estate broker's licenses.

8. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents SIMONE and SUNSET agree to jointly pay a fine in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). 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. 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.

3. Approval of the Commission. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.4, C.5, C.6, and C.7 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Commission.

4. 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.

5. 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.

6. 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.

7. 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.

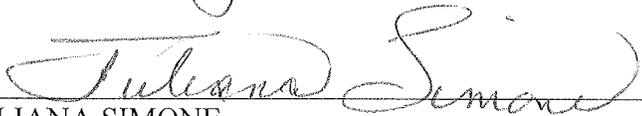
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IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, May 1, 2014



JULIANA SIMONE
Respondent

DATED: Honolulu, Hawaii, May 1, 2014

SUNSET HOMES, LLC



By: JULIANA SIMONE
Its Member

DATED: Honolulu, Hawaii, MAY - 6 2014

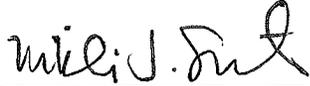


JOHN T. HASSLER
Attorney for Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE REAL ESTATE LICENSES OF JULIANA SIMONE and SUNSET HOMES, LLC; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER;
RICO CASE NO. REC 2013-33-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII

MAY 30 2014



NIKKI T. SENTER
Chairperson

DATE



FRANCES T. GENDRANO



SCOTT C. ARAKAKI



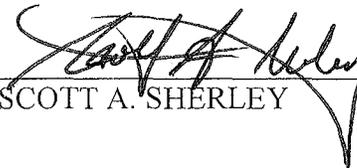
ROWENA B. COBB



BRUCE FAULKNER



LAURIE A. LEE



SCOTT A. SHERLEY



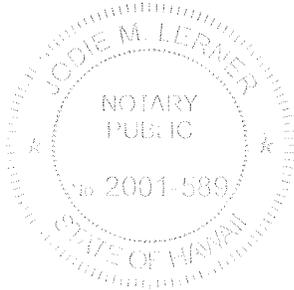
AILEEN Y. WADA

PVL 11/26/13

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

On this 1st day of May, 2014, before me personally appeared **JULIANA SIMONE**, 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 7-page Settlement Agreement Prior to filing of petition for disciplinary action and commissions final order document dated undated, 2014 was acknowledged before me by Juliana Simone this 1st day of MAY, 2014, in the City and County of Honolulu, in the State of Hawaii.



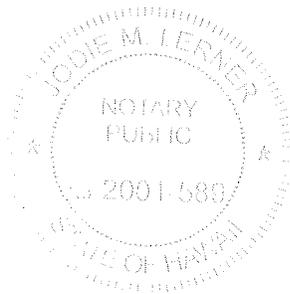
Jodie M. Lerner
Name: JODIE M. LERNER
Notary Public, State of Hawaii

My Commission expires: JUN 26 2015

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

On this 1st day of May, 2014, before me personally appeared
JULIANA SIMONE, to me known to be the person described, and who executed the foregoing
instrument on behalf of **SUNSET HOMES, LLC** as its **member**, and acknowledged that she
executed the same as her free act and deed.

This 7-page Settlement agreement Prior to filing of petition for disciplinary
action and commission's final order
document dated undated, 2014 was acknowledged before me by
Juliana Simone, Sunset Homes LLC this 1st day of May, 2014, in the
member
City and County of Honolulu, in the State of Hawaii.



Jodie M. Lerner

Name: JODIE M LERNER
Notary Public, State of Hawaii

My Commission expires: JUN 26 2015