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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
Telephone: 586-2660

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2015 FEB 16 P 1:12

HEARINGS OFFICE

2015 DEC 24 P 1:54

Attorneys for Department of Commerce
and Consumer Affairs

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

In the Matter of the Broker's License of)	REC 2015-276-L
)	
OISHI'S PROPERTY MANAGEMENT)	SETTLEMENT AGREEMENT PRIOR TO
CORP.,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND COMMISSION'S FINAL
Respondent.)	ORDER
)	

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(s), and Respondent OISHI'S PROPERTY MANAGEMENT CORP. (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent was licensed by the Real Estate Commission (hereinafter the "Commission") as a real estate broker under License Number RB 9350. The license was issued on or about September 23, 1977. The license will expire or forfeit on or about December 31, 2016.

2. Respondent's mailing address for purposes of this action is 750 Amana Street, No. 101, Honolulu, Hawaii 96814.

3. RICO received a request for investigation after Respondent reported small claims court judgments relating to Respondent's property management practice.

4. RICO alleges that Respondent failed to timely report approximately nineteen small claims court judgments related to security deposits.

5. Any allegations related to Respondent's principal broker will be handled as a separate RICO action.

6. The foregoing allegations, if proven at an administrative hearing before the Commission, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 436B-16 (licensee to provide written notice of judgments and other determinations).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein licensed as a real estate broker by the Commission acknowledges that Respondent is 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. Respondent admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HRS § 436B-16 (licensee to provide written notice of judgments and other determinations).

6. Respondent enters 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. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. REC 2015-276-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$2,850.00). 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 Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Commission attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the license to the Executive Officer of the Commission within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Commission for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, HAR § 16-99-10, 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 Respondent violates any provision of the statutes or rules governing the conduct of real estate brokers in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Commission. Respondent agrees 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 Respondent in the Commission's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Commission's proceeding against Respondent 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 Respondent to induce entry into this Settlement Agreement, and Respondent is 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: 23, December, 2015.

OISHI'S PROPERTY MANAGEMENT CORP.

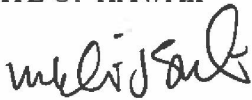
By: Raymond A. Oishi
Its Vice President

DATED: Honolulu, Hawaii, December 23, 2015.

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

IN THE MATTER OF THE BROKER'S LICENSE OF OISHI'S PROPERTY MANAGEMENT
CORP.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; CASE NO(S).
REC 2015-276-L

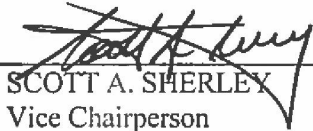
APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



NIKKI T. SENTER
Chairperson

JAN 29 2016

DATE



SCOTT A. SHERLEY
Vice Chairperson



SCOTT C. ARAKAKI



ROWENA B. COBB



BRUCE FAULKNER

ALETA E. KLEIN



MICHAEL E. PANG



LAURIE A. LEE




AILEEN K. WADA

PVL 07/2015

STATE OF Hawaii)
City of) SS.
COUNTY OF Honolulu)

On this 23 day of December 20 15, before me personally appeared
Raymond N Oishi, to me known to be the person described, and who executed the
foregoing instrument on behalf of Oishi's Property Management as its
Vice President, and acknowledged that he/she executed the same as
his/her free act and deed.

This 6 -page Settlement Agreement Prior to Filing of Petition for disciplinary
action and commissions final order
document dated 12/23, 20 15 was acknowledged before me by
Raymond N Oishi this 23 day of December, 20 15, in the
City
City of Honolulu, in the County of Honolulu, in the State of
Hawaii.


Name: Reed Kondo
Notary Public, State of Hawaii

My Commission expires: 04/05/17

