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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

RECEIVED
PROF & V. OCCASIONAL
LICENSED LICENSEE
2009 SEP -3 P 3:41
DEPT OF COMMERCE
OF HAWAII AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2009 AUG 31 P 1:49

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 Contractor's Licenses of) CLB 2005-478-L; CLB 2006-8-L
)
OREGON HOME CONSTRUCTION, INC.,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
and) ACTION AND BOARD'S FINAL ORDER
)
JAMES S. TRAVIS,)
)
Respondents.)

241092407

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 attorneys, Respondent OREGON HOME CONSTRUCTION, INC.
(hereinafter "Respondent Oregon Home"), and Respondent JAMES S. TRAVIS (hereinafter
"Respondent Travis"), enter into this Settlement Agreement on the terms and conditions set forth
below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Oregon Home was licensed by the Contractors License Board (hereinafter the “Board”) as a “B” general contractor under license number BC 23409. The license was issued on or about November 1, 2001. The license will expire on or about September 30, 2010.

2. At all relevant times herein, Respondent Travis was licensed by the Board as a “B” general contractor under license number BC 23410. The license was issued on or about November 1, 2001. The license will expire on or about September 30, 2010.

3. Respondent Oregon Home’s and Respondent Travis’ (hereinafter collectively referred to as “Respondents”) mailing address for purposes of this action is **REDACTED INFORMATION**
REDACTED INFORMATION

4. RICO received two complaints, one each from the tenants of a duplex, alleging that Respondents failed to honor a warranty and that their installation of flooring fell below industry standards.

5. Respondents state that: (1) the flooring product was a “do-it-yourself, prefinished, snap together, laminate flooring;” (2) the flooring was installed to industry standard and the manufacturer’s installation procedures; (3) Respondents had a verbal acceptance from the flooring manufacturer that if the floor was installed as represented by Respondents then the product warranty would be valid; and (4) Respondents gave the homeowner, in writing, a promise to honor the full product warranty if for any reason the manufacturer refused to do so.

6. RICO alleges Respondents performed flooring activity without the required specialty license.

7. 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(17) (violating laws and rules) and Hawaii Administrative Rules (“HAR”) § 16-77-33(a) (general contractor shall not act or assume to act or advertise as a specialty contractor except in the specialty classifications which the licensee holds).

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

B. REPRESENTATIONS BY RESPONDENT:

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 general 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 Nos. CLB 2005-478 and CLB 2006-8-L.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agree to pay, jointly and severally, a fine in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). 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: Wendy Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed 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 the licenses 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 a new license(s) until the expiration of at least five (5) years after the effective date of the revocations. Respondents understand that if Respondents desire to become licensed again, Respondents must apply to the Board for a new license(s) 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, HI, August 26, 2009.
(CITY) (STATE) (DATE)

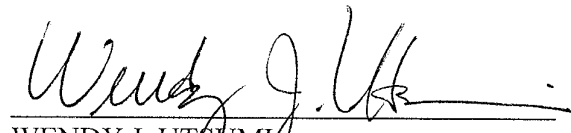

JAMES S. TRAVIS
Respondent

DATED: Honolulu, Hawaii, August 26, 2009.
(CITY) (STATE) (DATE)

OREGON HOME CONSTRUCTION, INC.
Respondent

By: 
Its PRESIDENT

DATED: Honolulu, Hawaii, AUG 31 2009.


WENDY J. UTSUMI
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSES OF OREGON HOME
CONSTRUCTION, INC. AND JAMES S. TRAVIS; SETTLEMENT AGREEMENT PRIOR
TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NOS. CLB 2005-478-L AND CLB 2006-8-L

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII



F. M. SCOTTY ANDERSON
Chairperson



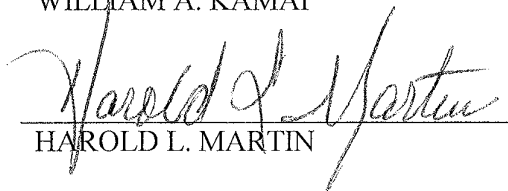
NEAL ARITA
Vice Chairperson




ERIC CARSON



WILLIAM A. KAMAI



HAROLD L. MARTIN



RONALD K. OSHIRO



DARYL SUEHIRO

SEP 25 2009

DATE



GUY M. AKASAKI



JOHN E. K. DILL



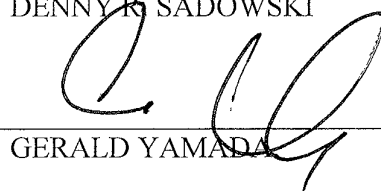
RANDALL B. C. LAU



ALDON K. MOCHIDA



DENNY R. SADOWSKI



GERALD YAMADA

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

On this 26th day of AUGUST, 2009, before me personally appeared
JAMES STRAVIS, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as his/her free act and deed.

Susan Yokomoto

Name: SUSAN YOKOMOTO
Notary Public - State of HAWAII

My commission expires: 8/25/2010

LS

NOTARY PUBLIC CERTIFICATION
Susan Yokomoto First Circuit
Doc. Description: SETTLEMENT
AGREEMENT PRIOR TO
FILEING OF PETITION FOR ...
No. of Pages: 9 Date of Doc. AUG 26 2009
Susan Yokomoto AUG 26 2009
Notary Signature Date

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

On this 26th day of AUG, 2009, before me personally appeared
JAMES STRAVIS, to me known to be the person described, and who executed the
foregoing instrument on behalf of OREGON HOME CONSTRUCTION INC as
PRESIDENT, and acknowledged that he/she executed the same as
his/her free act and deed.

Susan Yokomoto
Name: SUSAN YOKOMOTO
Notary Public, State of HAWAII

My Commission expires: 8/25/2010

LS

NOTARY PUBLIC CERTIFICATION
Susan Yokomoto First Circuit
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