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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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Honolulu, Hawaii 96813
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STATE OF HAWAII
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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

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 Contractors' Licenses of) CLB 2007-7-L
)
NACIS CONSTRUCTION CORPORATION) SETTLEMENT AGREEMENT PRIOR TO
and ALFREDO NACIS, RME) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
Respondents.)
)

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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, and Respondents NACIS CONSTRUCTION CORPORATION
and ALFREDO NACIS, RME (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 NACIS CONSTRUCTION
CORPORATION was licensed by the Contractors License Board (hereinafter the "Board") as an
"A" and "B" general and "C-31" (Masonry) specialty contractor under License Number ABC

26093. The license was issued on or about July 13, 2005. The license will expire on or about September 30, 2008.

2. At all relevant times herein, Respondent ALFREDO NACIS, RME, was licensed by the Board as an “A” and “B” general and “C-31” (Masonry) specialty contractor under License Number ABC 24664. The license was issued on or about October 6, 2003. The license will expire on or about September 30, 2008.

3. Respondents’ mailing address for purposes of this action is [REDACTED],

[REDACTED]

4. RICO alleges that Respondents loaned use of Respondent Nacis Construction Corporation’s contractor’s license to an unlicensed contractor Dion Maeda dba Island Rock Diversified Services LLC (“Maeda”).

5. Respondents allege that they were told by an accountant that they could loan their license to an unlicensed contractor and that Respondents checked on all the work performed by Maeda and found the work to be of good quality.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statutes: Hawaii Revised Statutes (“HRS”) § 444-9.3 (aiding and abetting).

7. 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 a contractor by the Board acknowledge that Respondents 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 Respondents' acts violate the following statute: HRS § 444-9.3 (aiding and abetting).

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. CLB 2007-7-L.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents, jointly and severally, agree to pay a fine in the amount of FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$5,000.00). Payment shall be made by **cashier's check or money order made payable to "State of Hawaii - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine

shall be due no later than thirty (30) days following Board approval of this Settlement Agreement.

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 license 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 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 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 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. 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 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.

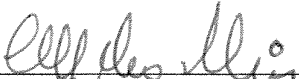
8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

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


DATED: Hilo, Hawaii, 11/10, 2007.



ALFREDO NACIS
Respondent

DATED: Hilo, Hawaii, 11/10, 2007.

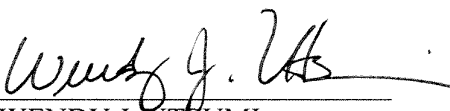
NACIS CONSTRUCTION CORPORATION

By: 

Its RME
Respondent

NOV 19 2007

DATED: Honolulu, Hawaii, _____.



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


IN THE MATTER OF THE CONTRACTORS' LICENSES OF NACIS CONSTRUCTION COMPANY AND ALFREDO NACIS, RME; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CLB 2007-7-L

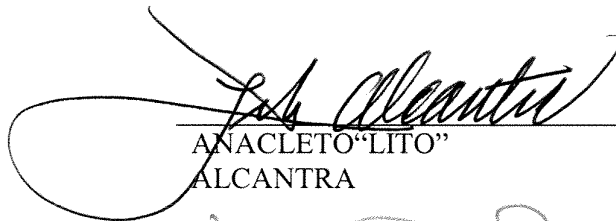
APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII


KADY T. ARISUMI
Chairperson

JAN 18 2008

DATE


F. M. SCOTTY ANDERSON
Vice Chairperson


ANACLETO "LITO"
ALCANTRA

NEAL ARITA


WILLIAM R. BROWN

ERIC CARSON


JOSEPH S. KINDRICH, II


RANDALL B. C. LAU


AUDREY E. J. NG, ESQ.


RONALD K. OSHIRO


DENNY R. SADOWSKI


THOMAS B. VINCENT


GERALD YAMADA

PVL 07/05/07

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 10 day of November, 2007, before me personally appeared ALFREDO NACIS, 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.



Name: Tammy J. Kogawa
Notary Public – State of Hawaii


My commission expires: 3/23/2011

C.S.

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 10 day of Nov, 2007, before me personally appeared
Alfredo Nacis, to me known to be the person described, and who executed the
foregoing instrument on behalf of NACIS CONSTRUCTION CORPORATION as
RME, and acknowledged that ~~he~~/she executed the same as
~~his~~/her free act and deed.

C.S.


Name: Tammy J. K. Kagawa
Notary Public, State of Hawaii

My Commission expires: 3/23/2011