

DARIA A. LOY-GOTO 6175  
WENDY J. UTSUMI 6340

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  
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RECEIVED  
PROF & VOCATIONAL LICENSING DIVISION  
DEPT. OF COMMERCE AND CONSUMER AFFAIRS

2009 FEB 19 A 10: 43  
2009 FEB 17 A 10: 04

DEPT OF COMMERCE AND CONSUMER AFFAIRS  
HEARINGS OFFICE

Attorney for Department of Commerce  
and Consumer Affairs

CONTRACTORS LICENSE BOARD  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

DEPT. OF COMMERCE AND CONSUMER AFFAIRS  
2009 MAR 23 P 2: 18  
HEARINGS OFFICE

In the Matter of the Contractors' Licenses of ) CLB 2008-137-L  
)  
UNIVERSAL AIR CONDITIONING & )  
REFRIGERATION, INC. ) SETTLEMENT AGREEMENT PRIOR TO  
) FILING OF PETITION FOR DISCIPLINARY  
and ) ACTION AND BOARD'S FINAL ORDER  
)  
)  
RICKY D. HORE, )  
)  
)  
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 attorneys, Respondent UNIVERSAL AIR CONDITIONING &  
REFRIGERATION, INC. (hereinafter "Respondent Universal"), and Respondent RICKY D.  
HORE (hereinafter "Respondent Hore"), enter into this Settlement Agreement on the terms and  
conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent Universal was licensed by the Contractors License Board (hereinafter the "Board") as a general contractor under License Number CT 18979. The license was issued on or about May 2, 1994. The license expired on or about September 30, 2008.

2. At all relevant times herein, Respondent Hore was licensed by the Contractors License Board (hereinafter the "Board") as a general contractor under License Number CT 18208. The license was issued on or about April 27, 1993. The license will expire on or about September 30, 2010.

3. At all relevant times herein, Respondent Hore was the Responsible Managing Employee for Respondent Universal.

4. The mailing address for purposes of this action for Respondent Universal and Respondent Hore (hereinafter collectively referred to as "Respondents") is c/o Ricky D. Hore,



5. RICO received information Respondent Universal defaulted on an installment plan agreement with the Department of Taxation. As a result, a Conditional Letter dated November 27, 2006 and issued by the Department of Taxation to Respondent Universal was no longer valid.

6. RICO alleges that Respondent Universal failed to comply with the terms of a conditional payment plan.

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") § 444-17(12) (failure to comply with chapter or rules) and 444-17(21) (failure to comply with terms of conditional payment plan).

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

B. REPRESENTATIONS BY RESPONDENTS:

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 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 No. CLB 2008-137-L.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent Universal agrees to the voluntary surrender of Respondent Universal's license.

The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent Universal shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

Respondent Universal understands that Respondent Universal cannot apply for a new license until the expiration of at least five (5) years from the effective date of the surrender of the license. Respondent Universal understands that if Respondent Universal desires to become licensed again, Respondent Universal must apply to the Board for a new license, pursuant to and subject to all applicable laws and rules in effect at the time.

2. Administrative fine. Respondent Hore agrees to 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: Wendy Utsumi, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

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3. 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(s) C.1 and C.2 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 new licenses 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 new licenses pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

4. 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.

5. Approval of the Board. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.6, C.7, C.8 and C.9 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

6. 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.

7. 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.

8. 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.

9. 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: Lihue, Hawaii, 2-11-09  
(CITY) (STATE)


UNIVERSAL AIR CONDITIONING &  
REFRIGERATION, INC.

By:   
Its President

DATED: Lihue, Hawaii, 2-11-09  
(CITY) (STATE)

  
RICKY D. HORE  
Respondent

DATED: Honolulu, Hawaii, FEB 13 2009


  
DARIA A. DOY-GOTO  
WENDY J. UTSUMI  
Attorneys for Department of Commerce and  
Consumer Affairs

IN THE MATTER OF THE CONTRACTORS' LICENSES OF UNIVERSAL AIR  
CONDITIONING & REFRIGERATION, INC. AND RICKY D. HORE ; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND  
BOARD'S FINAL ORDER; CASE NO. CLB 2008-137-L

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APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

  
TADY T. ARISUMI  
Chairperson

  
F. M. SCOTTY ANDERSON  
Vice Chairperson

  
NEAL ARITA

ERIC CARSON

  
RANDALL B. C. LAU

RONALD K. OSHIRO

  
DARYL SUEHIRO

MAR 20 2009

DATE

  
GUY M. AKASAKI

WILLIAM R. BROWN

JOSEPH S. KINDRICH, II

  
AUDREY E. J. NG, ESQ.

  
DENNY R. SADOWSKI

GERALD YAMADA

PVL 07/03/08



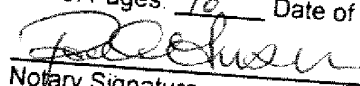
STATE OF HAWAII )  
 ) SS.  
COUNTY OF KAUAI )

On this 11 day of February, 2009, before me personally appeared Ricky D. Hore, 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: RICHEL GUSMAN  
Notary Public - State of Hawaii

My commission expires: May 28, 2010

*h.s*

NOTARY PUBLIC CERTIFICATION  
Richel Gusman Fifth Circuit  
Doc. Description: RICO Case No. CLB  
2008-137-L Contractor's  
Licen # Beard  
No. of Pages: 10 Date of Doc. 2-11-09  
 2-11-09  
Notary Signature Date

STATE OF HAWAII )  
 ) SS.  
COUNTY OF KAUAI )

On this 11 day of February 20009, before me personally appeared

Bicky D. Hore, to me known to be the person described, and who executed the  
foregoing instrument on behalf of Universal Air Conditioning & Refrigeration, Inc. as

President, and acknowledged that he/she executed the same as  
his/her free act and deed.



Name: RICHEL GUSMAN  
Notary Public, State of Hawaii

My Commission expires: May 28, 2010

L.S

NOTARY PUBLIC CERTIFICATION

Richel Gusman Fifth Circuit

Doc. Description: RICO Case No. CLB

2008-131-L Contractor's

License Board

No. of Pages: 10 Date of Doc. 2-11-09

Richel Gusman 2-11-09

Notary Signature Date