

DARIA A. LOY-GOTO 6175  
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

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AND CONSUMER AFFAIRS  
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DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
2010 JAN 20 P 1:54  
HEARINGS OFFICE

Attorney for Department of Commerce  
and Consumer Affairs

CONTRACTOR'S LICENSE BOARD  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
2010 FEB 22 P 1:01  
HEARINGS OFFICE

In the Matter of the Contractor's License of ) CLB 2008-222-L  
)  
RICK W. GROVER, individually and doing ) SETTLEMENT AGREEMENT PRIOR TO  
business as GROVER MASONRY, ) FILING OF PETITION FOR DISCIPLINARY  
) ACTION AND BOARD'S FINAL ORDER  
Respondent. )  
)

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 attorney, and Respondent RICK W. GROVER, individually and doing  
business as GROVER MASONRY (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 Contractor's License  
Board (hereinafter the "Board") as a specialty C-31 (masonry) contractor under license number  
CT 18302. The license was issued on or about June 1, 1993. The license will expire on or about  
September 30, 2010.

2. Respondent's mailing address for purposes of this action is **REDACTED INFORMATION**

3. RICO received a complaint alleging work performed by Respondent did not meet industry standards.

4. RICO alleges Respondent failed to provide required disclosures and that work performed by Respondent did not meet industry standards.

5. 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 Administrative Rules ("HAR") § 16-77-79 (required disclosures to homeowners) and § 16-77-97 (performance).

6. The Board 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 specialty contractor by the Board 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 does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's license.

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 No. CLB 2008-222-L.

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

C. TERMS OF SETTLEMENT:

1. Restitution. Respondent agrees to pay restitution in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) to Mr. Sheridan K. Parker. Payment shall be made by **cashier's check or money order made payable to "Sheridan K. Parker"** and mailed to the Regulated Industries Complaints Office, Attn: Daria Goto, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of restitution shall be due at the time this fully executed Settlement Agreement is returned to RICO.

2. 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 Respondent violates any provision of the statutes or rules governing the conduct of contractors in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

3. Approval of the Board. Respondent agrees 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 Board.

4. 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 Respondent in the Board'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 Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

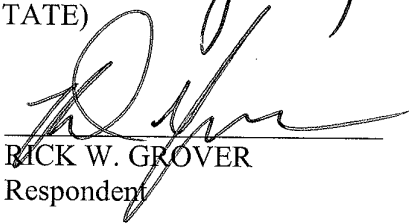
5. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

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 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.

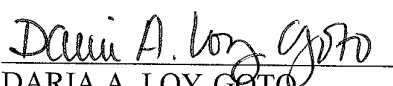
7. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly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

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

DATED: Honolulu, Hawaii, January 12, 2010  
(CITY) (STATE)

  
RICK W. GROVER  
Respondent

DATED: Honolulu, Hawaii, JAN 20 2010.

  
DARIA A. LOY-GOTO  
Attorney for Department of Commerce and  
Consumer Affairs

IN THE MATTER OF THE CONTRACTOR'S LICENSE OF RICK W. GROVER,  
INDIVIDUALLY AND DOING BUSINESS AS GROVER MASONRY; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND  
BOARD'S FINAL ORDER; CASE NO. CLB 2008-222-L

APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

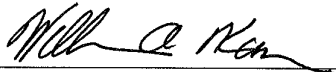


F. M. SCOTTY ANDERSON  
Chairperson

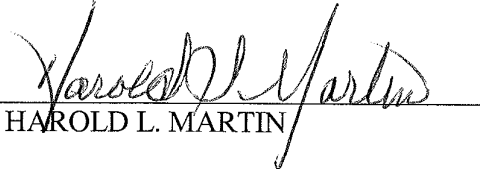


NEAL ARITA  
Vice Chairperson

ERIC CARSON



WILLIAM A. KAMAI



HAROLD L. MARTIN




RONALD K. OSHIRO



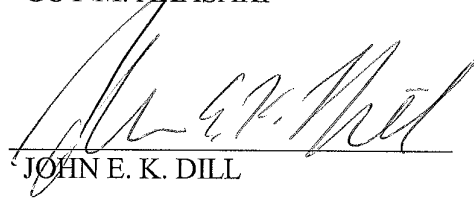
DARYL SUEHIRO

FEB 19 2010

DATE

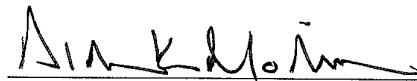


GUY M. ARASAKI



JOHN E. K. DILL

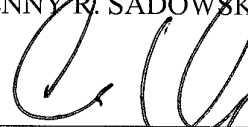
RANDALL B. C. LAU



ALDON K. MOCHIDA



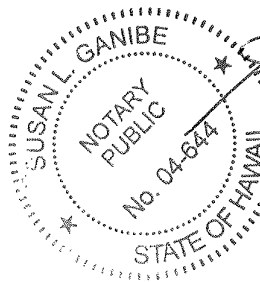
DENNY R. SADOWSKI

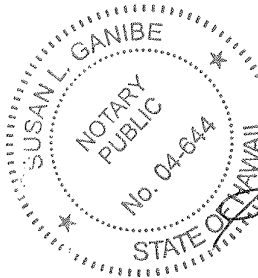


GERALD YAMADA

STATE OF Hawaii )  
 ) SS.  
COUNTY OF Honolulu )

On this 12th day of January, 2010, before me personally appeared Ricky Grover, 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: SUSAN L. GANIBE  
Notary Public – State of Hawaii  
My Commission Expires: 11/14/2012  
My commission expires: \_\_\_\_\_

  
Doc. Date: 1-12-10 # Pages 7  
Notary Name: Susan L. Ganibe First Circuit  
Doc. Description Respondent Agreement Prior to Filing of Petition For Disciplinary Action of Board's Final Order  
Notary Signature [Signature] Date 1/12/10