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DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
STATE OF HAWAII

DAWNIE ICHIMURA 6990  
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: (808) 586-2660

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

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Attorney for Department of Commerce  
and Consumer Affairs

HEARINGS OFFICE

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

In the Matter of the Contractors' Licenses of ) CLB 2015-171-L  
)  
DICKINSON-CAMERON ) SETTLEMENT AGREEMENT PRIOR TO  
CONSTRUCTION COMPANY, INC., ) FILING OF PETITION FOR DISCIPLINARY  
) ACTION AND BOARD'S FINAL ORDER  
and )  
)  
RONALD G. GORDINES, )  
)  
Respondents. )  
\_\_\_\_\_ )

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 ("RICO" or "Petitioner"), through its undersigned attorney, and Respondents DICKINSON-CAMERON CONSTRUCTION COMPANY, INC. (hereinafter "Respondent DC") and RONALD G. GORDINES (hereinafter "Respondent RG") (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 DC was the holder of license number BC 19741, which was issued by the Contractors License Board (hereinafter the "Board") on or about May 26, 1995. The license is set to expire or forfeit on or about September 30, 2022.

2. At all relevant times herein, Respondent RG, the RME for Respondent DC, was the holder of license number BC 19742, which was issued by the Board on or about May 26, 1995. The license is set to expire or forfeit on or about September 30, 2022.

3. Respondents' mailing address for purposes of this action [REDACTED]

4. On or about April 22, 2015, Respondents entered into a written contract with Southern Acoustics (hereinafter "Southern") to install acoustic panels in the Cartier Store located at the Ala Moana Shopping Center in exchange for \$136,240.00. Southern was not licensed in Hawaii.

5. Respondents did not possess a C-1 (acoustical and insulation) specialty classification.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of HRS § 444-17(17) (entering into a contract with an unlicensed contractor involving work for which a license is required), HRS § 436B-19(6) (aiding and abetting an unlicensed contractor in performing activities requiring a license), and HRS § 444-23(a) (contracting outside the scope of the appropriate classification) as to both Respondents.

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

8. Respondents understand that this Settlement Agreement is public record pursuant to Hawaii Revised Statute Chapter 92F.

**B. REPRESENTATIONS BY RESPONDENTS:**

1. Respondents are fully aware that they 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 license 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 No. CLB 2015-171-L.

8. Respondents understand and acknowledge that, upon its approval, this Settlement Agreement constitutes disciplinary action.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents agree to pay a fine, jointly and severally, in the amount of TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$25,000.00). TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$25,000.00) shall be paid upon the return of the executed Settlement Agreement to RICO. 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.: Dawnie Ichimura, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813.

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 new licenses 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 new licenses 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 fails 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, 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.

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. 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.

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.

#### D. ADDITIONAL REPRESENTATIONS BY RESPONDENT<sup>1</sup>

1. No Coercion or Duress; No Representations By RICO. Respondents enter into this Settlement Agreement freely, knowingly, voluntarily; and under no coercion or duress. 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.

2. Right to Hearing. Respondents are aware Respondents have a right to a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondents freely, knowingly, and voluntarily waive Respondents' right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

3. Consent to Settlement Agreement. Respondents acknowledge Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, were the allegations set forth in the Settlement Agreement to be

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<sup>1</sup> The term "Respondent" shall mean a single person, but, if more than one person is subject to and executes this Settlement Agreement than the term shall include all such persons unless stated otherwise.

proven at hearing, and 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.

5. Procedure for Approval of Settlement Agreement. Upon filing, this Settlement Agreement will be submitted to the Board. Respondents agree this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

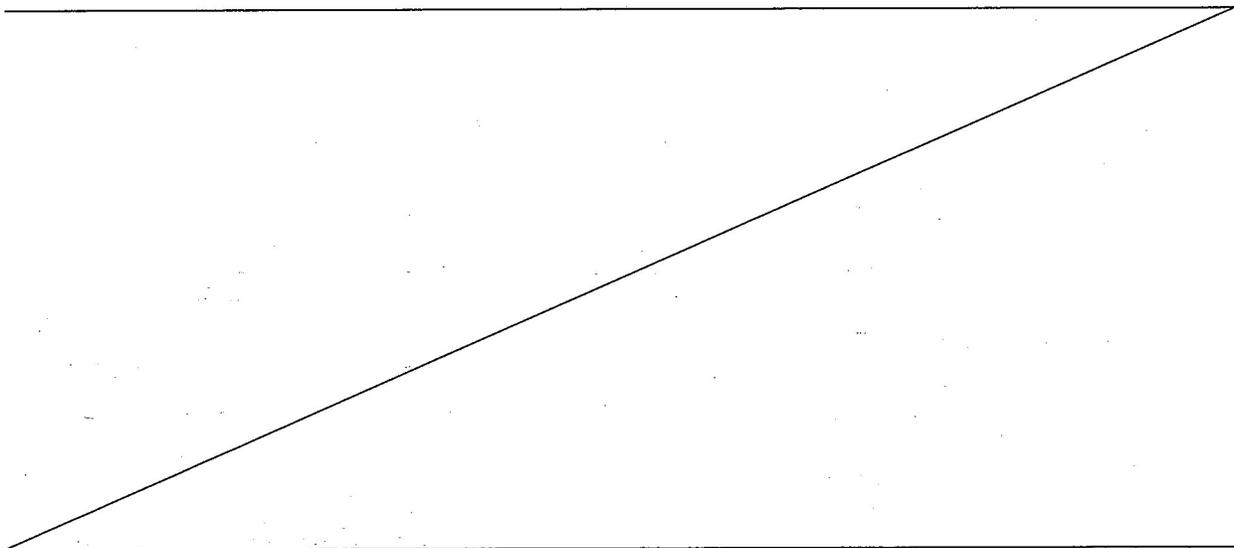
6. Effect of Rejection of Settlement Agreement. Respondents agree if the Board does not approve this Settlement Agreement, neither Respondents nor any attorney that Respondents may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding 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. Grounds for Further Disciplinary Action. Respondents understand the Board may pursue additional disciplinary action as provided by law to include further fines and other sanctions if Respondents violate any provision of applicable licensing statutes or rules or if Respondent fails to abide by the terms of this Settlement Agreement.

8. Reporting. Respondents understand that this Settlement Agreement may be subject to reporting requirements and that this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

9. Disciplinary Action. Respondents acknowledge that upon its approval, this Settlement Agreement shall constitute disciplinary action.

10. 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.



IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. Each signatory to this Settlement Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Carlsbad, CA, 7.22.22  
(CITY) (STATE) (DATE)

DICKINSON-CAMERON CONSTRUCTION  
COMPANY, INC.

Respondent **Brandon Baxter**  
Digitally signed by Brandon Baxter  
DN: c=US,  
e=brandon@dickinsoncameron.com,  
o=DCC, ou=DCC, cn=Brandon Baxter  
Date: 2022.07.22 15:00:58-0700

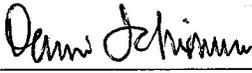
By: Brandon Baxter  
Its Senior Project Manager

DATED: Kekaha, Hawaii, 7/22/2022  
(CITY) (STATE) (DATE)

Ronald Gordines  
Digitally signed by Ronald Gordines  
DN: c=US,  
e=ron@dickinsoncameron.com,  
o=Dickinson Cameron Construction  
Inc., cn=Ronald Gordines  
Date: 2022.07.22 18:00:01-0700

GORDON G. GORDINES Vice President  
Respondent

DATED: Honolulu, Hawaii, JUL 29 2022

  
DAWNIE ICHIMURA  
Attorney for Department of  
Commerce and Consumer Affairs

IN THE MATTER OF THE CONTRACTORS' LICENSES OF DICKINSON-CAMERON  
CONSTRUCTION COMPANY, INC. AND RONALD G. GORDINES; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND  
BOARD'S FINAL ORDER; CASE NO. CLB 2015-171-L.

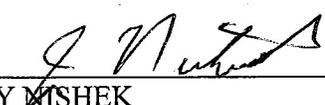
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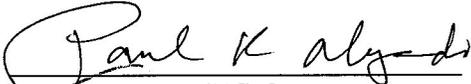
APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

AUG 18 2022

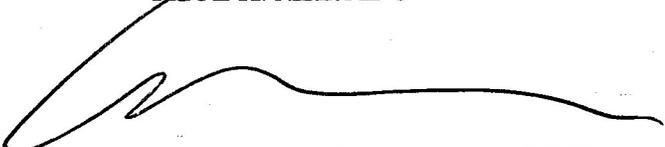
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NEAL K. ARITA  
Chairperson

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JERRY MISHEK  
Vice Chairperson

  
\_\_\_\_\_  
PAUL K. ALEJADO

  
\_\_\_\_\_  
CLYDE T. HAYASHI

  
\_\_\_\_\_  
ERIC HIGASHIHARA

  
\_\_\_\_\_  
JOSEPH O'DONNELL

  
\_\_\_\_\_  
JOHN POLISCHECK, JR.

\_\_\_\_\_  
NICHOLAS W. TEVES, JR.

  
\_\_\_\_\_  
MAURICE TORIGOE