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Department of Commerce and Consumer Affairs
State of Hawaii
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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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DEPT. OF COMMERCE
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STATE OF HAWAII

Attorney for Department of Commerce
and Consumer Affairs

MOTOR VEHICLE REPAIR INDUSTRY BOARD
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Motor Vehicle)	ARP 2014-59-L
Mechanic's License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
ROBERT K. TASHIRO,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
and)	
)	
In the Matter of the Motor Vehicle Repair)	
Dealer's License of)	
)	
ROBERT K. TASHIRO, doing business as)	
KAILUA SERVICE STATION,)	
)	
Respondent.)	
)	

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(s), and Respondents ROBERT K. TASHIRO (hereafter "Respondent Tashiro") and ROBERT K. TASHIRO, doing business as KAILUA SERVICE STATION (hereafter "Respondent KSS") (collectively "Respondents"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, except for the period from July 1, 2013 to February 29, 2016, Respondent Tashiro was licensed by the Motor Vehicle Repair Industry Board

(hereinafter the "Board") as a licensed mechanic under license number MC 7094. The license was issued on or about May 19, 1997 and expired on or about June 30, 2013; it was renewed on or about March 1, 2016. The license is set to expire on or about June 30, 2017.

2. At all relevant times herein, except for the period from July 1, 2013 to March 23, 2016, Respondent KSS was licensed by the Motor Vehicle Repair Industry Board (hereinafter the "Board") as a repair dealer under license number RD 1702. The license was issued on or about February 1, 1995 and expired on or about June 30, 2013; it was renewed on or about March 24, 2016. The license is set to expire on or about June 30, 2017.

3. Respondents' mailing address for purposes of this action is 56 Kihapai Street, Kailua, Hawaii 96734.

4. RICO alleges that during the period of July 1, 2013 to February 29, 2016, Respondent Tashiro engaged in activities of a mechanic for compensation without a valid mechanic's license.

5. RICO alleges that during the period of July 1, 2013 to March 23, 2016, Respondent KSS engaged in activities of a repair dealer for compensation without a valid repair dealer's license.

6. The foregoing allegation as to Respondent Tashiro, if proven at an administrative hearing before the Board, would constitute a violation of the following statute and/or rule: Hawaii Revised Statutes ("HRS") § 437B-7 (license required for motor vehicle mechanic), § 437B-11(6) (failure to comply with Chapter 437 of the HRS), and § 436B-19(17) (violating the applicable licensing laws).

7. The foregoing allegation as to Respondent KSS, if proven at an administrative hearing before the Board, would constitute a violation of the following statute and/or rule: Hawaii Revised Statutes ("HRS") § 436B-7 (license required for motor vehicle repair dealer), § 437B-11(6) (failure to comply with Chapter 437 of the HRS), and § 436B-19(17) (violating the applicable licensing laws).

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. Respondent Tashiro being at all times relevant herein (except the period from July 1, 2013 to February 29, 2016) licensed as a mechanic by the Board acknowledges that Respondent Tashiro 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 Tashiro does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against his license number MC 7094.

6. Respondent KSS being at all times relevant herein (except the period from July 1, 2013 to March 23, 2016) licensed as a repair dealer by the Board acknowledges that Respondent KSS 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.

7. Respondent KSS does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against his license number RD 1702.

8. Respondent Tashiro submits that he did not realize that his mechanic's license expired on June 30, 2013, but as soon as it was brought to his attention by RICO, he immediately renewed license MC 7094.

9. Respondent KSS submits that he did not realize that his repair dealer's license expired on June 30, 2013, but as soon as it was brought to his attention by RICO, he immediately renewed license RD 1702.

10. 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.

11. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. ARP 2014-59-L.

12. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents, jointly and severally, agree to pay a fine in the amount of SIX THOUSAND AND NO/100 U.S. DOLLARS (\$6,000.00). Respondents shall

make monthly payments of at least THREE HUNDRED AND NO/100 U.S. DOLLARS (\$300.00) no later than the end of each calendar month. The first payment shall be due upon the return of this executed document to RICO. Said payments 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: Dawnie Ichimura, Esq., 235 S. Beretania Street, 9th 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 its 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 certified mechanics and repair dealers 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: _____,
(City) (State) (Date)



ROBERT K. TASHIRO
Individually and dba KAILUA SERVICE STATION
Respondent

DATED: Honolulu, Hawaii, Oct-24-2016

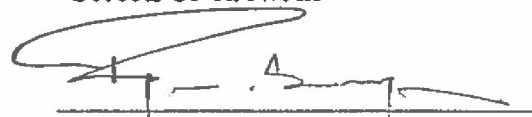


DAWNIE ICHIMURA
Attorney for Department of Commerce
and Consumer Affairs


OCT 27 2016

IN THE MATTER OF THE MOTOR VEHICLE MECHANIC'S LICENSE OF ROBERT K.
TASHIRO AND MOTOR VEHICLE REPAIR DEALER'S LICENSE OF ROBERT K.
TASHIRO, DBA KAILUA SERVICE STATION; SETTLEMENT AGREEMENT PRIOR TO
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. ARP 2014-59-L.

APPROVED AND SO ORDERED:
MOTOR VEHICLE REPAIR INDUSTRY BOARD
STATE OF HAWAII



ROY M. SASUGA
Chairperson




MARIE H. WEITE
Vice Chairperson



MICHAEL TETSUTANI

NOV 17 2016

DATE



ROBERT FIGAROA, JR.

PVL 08/03/16

STATE OF HAWAII)
) SS.
COUNTY OF HONOLULU)

On this 24 day of OCTOBER, 2016, before me personally appeared ROBERT K. TASHIRO, individually and doing business as KAILUA SERVICE STATION, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

This 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

24 OCTOBER, 2016 was acknowledged before me by Robert K Tashiro this 24 day of OCTOBER, 2016, in the City of HONOLULU, in the County of HONOLULU, in the State of Hawaii.

[Signature]
Name: Ben Wiley Kawa Hea
Notary Public, State of Hawaii

My Commission expires: April 13, 2020