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STACIA M. SILVA 6760
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

HEARINGS OFFICE

2023 JUL -5 P 1:09

DEPT. OF COMMERCE
AND 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 2021-139-L
)
CB TECH SERVICES, INC. and EDWIN A.) SETTLEMENT AGREEMENT PRIOR TO
BOCOBOC,) 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 CB TECH SERVICES, INC. and EDWIN A. BOCOBOC (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 CB TECH SERVICES, INC. (hereinafter "CB Tech") was licensed by the Contractors License Board (hereinafter the "Board") as a C-1 (acoustical & insulation), C-7 (carpet laying), and C-21 (flooring) specialty contractor under License Number CT-20190. The license was issued on or about February 1, 1996. The license will expire or forfeit on or about September 30, 2024.

2. At all relevant times herein, Respondent EDWIN A. BOCOBOC (hereinafter "Bocoboc") was licensed by the Board as a C-1 (acoustical & insulation), C-7 (carpet laying), and C-21 (flooring) specialty contractor under license number CT-18715. The license was issued on or about December 28, 1993. The license will expire or forfeit on or about September 30, 2024.

3. At all times relevant herein, Respondent Bocoboc was the Responsible Managing Employee (hereinafter "RME") of Respondent CB Tech.

4. Respondents' mailing address for purposes of this action is c/o Paul M. Saito, Esq., Cades Schutte, 1000 Bishop Street, Suite 1200, Honolulu, Hawaii 96813.

5. RICO alleges that Respondents contracted with an unlicensed contractor to perform flooring work for two flooring projects, the Waimano Ridge Improvements to Buildings and Site, and the Hawaiian Airlines Cargo and Maintenance Facility in 2017 (hereinafter the "Projects").

6. 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 (hereinafter "HRS") § 444-17(17) (entering into a contract with an unlicensed contractor for work requiring a license) and Hawaii Administrative Rules (hereinafter "HAR") § 16-77-71(a)(5) (RME responsible for violations of HRS Chapter 444 and HAR Title 16 Chapter 77).

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are represented by an attorney in this matter, Paul M. Saito, Esq., whose address is Cades Schutte, 1000 Bishop Street, Suite 1200, Honolulu, Hawaii 96813.

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 agrees 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 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 case no. CLB 2021-139-L.

8. Respondents understand this Settlement Agreement is public record pursuant to HRS Chapter 92F.

9. Respondents acknowledge that upon its approval, this Settlement Agreement constitutes disciplinary action.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agree to pay an administrative 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 "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn.: Stacia M. Silva, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the administrative fine shall be due at the time this Settlement Agreement is returned to RICO.

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 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. 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. 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: Honolulu, Hawaii, April 24, 2023
(CITY) (STATE) (DATE)

CB TECH SERVICES, INC.
Respondent

By: _____
(Signature)

Edwin A. Bocoboc
(Print Name)

Its Responsible Managing Employee
(Print Title)

DATED: Honolulu, Hawaii, April 24, 2023
(CITY) (STATE) (DATE)

EDWIN A. BOCOBOC
Respondent

DATED: Honolulu, Hawaii, JUL 3 2023

Stacia M. Silva
STACIA M. SILVA
Attorney for Department of Commerce and
Consumer Affairs

APPROVED AS TO FORM:

Paul M. Saito
PAUL M. SAITO, ESQ.
Attorney for Respondents

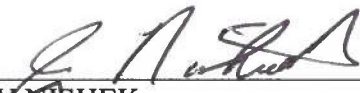
IN THE MATTER OF THE CONTRRACTORS' LICENSES OF CB TECH SERVICES, INC.
AND EDWIN A. BOCOBOC; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; RICO CASE
NO. CLB 2021-139-L.

APPROVED AND SO ORDERED:
CONTRACTORS LICENSE BOARD
STATE OF HAWAII

7/21/23

NEAL K. ARITA
Chairperson

DATE



JERRY NISHEK
Vice Chairperson



PAUL K. ALEJADO



CLYDE T. HAYASHI

ERIC HIGASHIHARA



RANDALL B. C. LAU



JOSEPH O'DONNELL



JOHN POLISCHEK, JR.



DARYL SUEHIRO



MAURICE TORIGOE

PVL 7/1/23