

License Number RB 9785. The license was issued on or about July 20, 1978 and expired on December 31, 2004.

2. Respondent's last known place of business is 3210 Koapaka Street #C, Honolulu, Hawaii 96819, and, Respondent's last known business mailing address is P.O. Box 30852, Honolulu, Hawaii 96820.

3. Sometime in 2003, RICO received a complaint that Respondent may have violated Hawaii's licensing laws or rules related to failure to submit to the Commission, in a timely fashion, an executed Experience Certification Statement.

4. RICO investigated the complaint, and, based on its investigation RICO alleges that on or about June 12, 2003, a former real estate salesperson from Respondent's office sent Respondent, via certified mail, an Experience Certification Statement so that Respondent could attest to his experience working for the firm from March 1999 - February 2000. The applicable real estate rules and regulations, and, the information on the Experience Certification Statement, require action within 10 days. Respondent failed to so act. The former real estate salesperson followed up with telephone calls to the Respondent, and, the Commission followed up by sending Respondent a letter, via certified mail, to Respondent's Koapaka Street address. The Post Office returned to the Commission, as "unclaimed," their letter to the Respondent.

The Respondent completed and turned in the Experience Certification Statement some time in September 2003. This was more than (80) days after Respondent's former real estate

salesperson first sent her the form to fill out.

5. The foregoing allegations, if proven at an administrative hearing before the Commission, would constitute violations of at least the following statutes governing the conduct of real estate brokers in Hawaii:

- Hawaii Administrative Rule (hereafter "HAR") § 16-99-3(q) ("Within ten days of receiving a written request, it shall be the responsibility of the principal broker or broker in charge of the brokerage firm to provide broker applicants formerly or presently employed by or associated with them with an accurate experience certification statement in the form provided by the commission attesting to the length of time that the broker applicant has been actively associated with or employed full-time by the brokerage firm.");
- HAR § 16-99-3(w) (violating the chapter and/or rules and regulations relating to real estate licensees);
- Hawaii Revised Statutes (hereafter "HRS") § 467-14(13) (violating the chapter and/or rules and regulations relating to real estate licenses); and
- HRS § 436B-19(17) (violating the chapter and/or rules and regulations relating to licensing laws).

6. The Commission has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT.

1. Respondent is aware that she has the right to be represented by an attorney of her choice in this matter, and, Respondent freely, knowingly and voluntarily waives the right.

2. Respondent enters into this Settlement Agreement freely, knowingly and voluntarily, and, without coercion or duress.

3. Respondent is aware of her right to contest this matter and to have a hearing to determine the issues in the case.

Pursuant to HRS §91-9(d), Respondent freely, knowingly and voluntarily waives her right to contest this matter via the administrative hearing, and, Respondent 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 real estate broker in Hawaii, acknowledges that if the matters alleged by RICO in this case are proven at a hearing, she is subject to penalties including but not limited to, revocation, suspension or limitation of her license and civil fines.

5. Respondent acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against her real estate broker's license.

6. Respondent enters into this Settlement Agreement as a voluntary compromise of this matter and in order to conserve on the expenses of proceeding with an administrative hearing.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in Case No. REC 2003-318-L.

C. TERMS OF SETTLEMENT.

1. Administrative fine. Respondent shall pay an administrative fine of FIVE HUNDRED DOLLARS (\$500.00). The fine shall be due within THIRTY (30) days of approval of this Settlement Agreement by the Commission.

The fine shall be paid by CASHIER'S CHECK or MONEY ORDER made payable to "DCCA Compliance Resolution Fund" and shall be mailed or delivered to the Regulated Industries Complaints Office, ATTN: Esther L. Ervin, Staff Attorney, 235 South

Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The payment will be considered timely only if it is received by RICO on or before the due date, or, if mailed it is post-marked on or before the due date.

2. Automatic Suspension of License Without Further Hearing Upon Respondent's Failure to Comply with the Settlement Agreement. If Respondent fails to timely pay the administrative fine set forth in paragraph C(1), Respondent's license shall be suspended automatically and without further hearing, for a period of six (6) months, upon the filing of an affidavit by RICO, with the Commission, attesting to Respondent's failure to comply. In case of such an automatic suspension the Respondent shall turn in all indicia of her licensure to the Executive Officer of the Commission within ten (10) days after receipt of notice of the suspension. Upon completion of the suspension period, Respondent understands that she will need to apply to the Commission for reinstatement pursuant and subject to the requirements and conditions set forth in HRS § 436B-20.

3. Settlement Agreement Not Final or Binding Until it is Approved by the Commission. 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 final or binding on the parties unless and until it is approved by the Commission.

4. No Objection to Adjudicating this Matter Before the Commission if the Commission Does Not Approve the Settlement Agreement. If the Commission does not approve this Settlement

Agreement or does not issue an order pursuant thereto but instead an administrative hearing is conducted against Respondent in the Commission's usual and customary fashion pursuant to the Hawaii Administrative Procedure Act, Respondent agrees that neither she, her representative or any attorney that she may retain, will object in any administrative proceeding or in any judicial action, to the Commission's proceeding against Respondent on the basis that the Commission has become disqualified from considering the case because of its review and consideration of this Settlement Agreement.

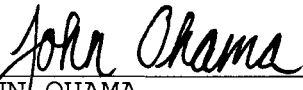
5. Ambiguities Construed to Protect the Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the public.

6. No Reliance on RICO Representations. 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


IN THE MATTER OF THE REAL ESTATE BROKER'S LICENSE OF FRANCINE D. SAPLA, dba REAL ISLE PROPERTIES; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; REC 2003-318-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



JOHN OHAMA -
Chairperson

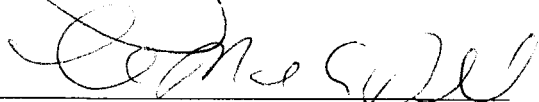
February 20, 2006
DATE



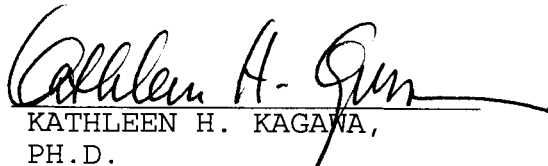
MITCHELL A. IMANAKA -
Vice Chairperson



LOUIS E. ABRAMS



CAROL MAE A. BALL



KATHLEEN H. KAGAWA,
PH.D.

MICHELE SUNAHARA
LOUDERMILK



TRUDY V. NISHIHARA



IRIS R. OKAWA

VERN M. YAMANAKA