

DIANE R. CORN 3912
 Regulated Industries Complaints Office
 Department of Commerce and
 Consumer Affairs
 State of Hawaii
 Leiopapa A Kamehameha Building
 235 S. Beretania Street, 9th Floor
 Honolulu, Hawaii 96813
 Telephone: (808) 586-2660

DEPT. OF COMMERCE DEPT. OF COMMERCE
 AND CONSUMER AFFAIRS AND CONSUMER AFFAIRS

2005 APR 28 P 3:30 2005 APR -4 P 1:59

REGULATED INDUSTRIES COMPLAINTS OFFICE

Attorney for Department of
 Commerce and Consumer Affairs

REAL ESTATE COMMISSION
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 STATE OF HAWAII

DEPT. OF COMMERCE
 & CONSUMER AFFAIRS
 STATE OF HAWAII

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In the Matter of the Real Estate Broker's License of)	REC 2004-163-L, REC 2005-14-L and REC 2005-15-L
YOSHIE A. FEASTER, dba QUEEN'S REALTY,)	SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER
Respondent.)	

SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER

YOSHIE A. FEASTER, dba QUEEN'S REALTY, (hereinafter "Respondents") and the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, by and through its REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. Respondent Yoshie A. Feaster, dba Queen's Realty ("Respondent") is licensed by the State of Hawaii Real Estate Commission (hereinafter the "Commission") as a real estate broker under License Number RB 11998 SO, issued on January 1, 1981 and due to expire on

December 31, 2006. The last known addresses for Respondent are 1188 Bishop Street, Suite 1209, Honolulu, HI 96813 and 4822 Sierra Drive, Honolulu, Hawaii 96816.

2. On or about April 16, 2004, May 20, 2004, and June 22, 2004, Respondent withheld portions of the security deposits of complainants Christine Obester, Chantill Caines and Dorothy Strawder. In each case, Respondent used her own cleaning company to charge the former tenants for cleaning services she claimed were necessary. Ms. Obester received a small claims judgment against Respondent for \$333.32 for withholding a portion of her security deposit after utilizing Respondent's cleaning company although the inspection report indicated the apartment was clean except for the carpets. Respondent failed to notify the Commission of the conviction within 30 days. On October 28, 2004, Respondent also was found by the Honolulu Board of Realtors to have violated Article 5 and Article 12 of the National Association of Realtors Code of Ethics by failing to disclose Respondent's ownership in the cleaning company she recommended to tenants and utilized. She was required to attend the Property Management and Landlord/Tenant program within one (1) year or risk having to pay a fine of \$250.00 in addition to attending the course.

3. On December 30, 2005, RICO filed a Petition for Disciplinary Action (hereafter "Petition") against Respondent; she violated Hawaii Revised Statutes ("HRS") §§ 436B-16(9) (written notice within thirty days to the licensing authority of any judgment...which adjudges that the licensee is civilly, criminally or otherwise liable for any personal injury, property damage or loss caused by the licensee's conduct in the practice of the licensee's profession or vocation); 436B-19(9) (conduct contrary to recognized standards of ethics for the licensed profession or vocation); 467-14(8)(any other conduct constituting fraudulent or dishonest dealings; and Hawaii Administrative Rules ("HAR") §§ 16-99-3(b) (licensee shall protect the public against fraud,

misrepresentation or unethical practices). Respondent stipulates and agrees that Petitioner had probable cause to file a petition for disciplinary action against her.

4. The foregoing allegations, if proven, would constitute violations of the aforementioned statutes and rules governing the conduct of real estate brokerages and brokers licensed in the State of Hawaii. Respondent being at all times relevant herein licensed as a real estate broker by the Commission acknowledges she is subject to penalties including but not limited to, revocation, suspension or limitation of her license and civil fines, if the allegations in the petition are proven at hearing. The Commission has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT

1. Respondent is fully aware that she has the right to be represented by an attorney of her choosing in this matter and has elected to proceed pro se. Respondent enters into this Settlement Agreement freely and voluntarily and under no coercion or duress.

2. Respondent has been informed of her right to have a hearing to determine the issues in RICO's investigation. Pursuant to HRS § 91-9(d), Respondent voluntarily waives her right to a hearing and agrees to a disposition of this case in accordance with the terms and conditions of this Settlement Agreement.

3. Respondent being at all times relevant herein licensed as a real estate broker by the Commission acknowledges that she is subject to penalties including but not limited to, revocation, suspension or limitation of her license and civil fines, if the allegations in the petition are proven at hearing.

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4. Respondent does not admit that she violated any law or rule, but acknowledges that RICO had sufficient cause to file a Petition for Disciplinary Action against her real estate broker's license.

5. 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.

6. Respondent agrees that this Settlement agreement is intended to resolve the issues raised in RICO's investigation in RICO Case Nos. REC 2004-163-L, 2005-14-L and 2005-15-L.

C. TERMS OF SETTLEMENT

1. Administrative fine. Respondent agrees to pay a fine in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00.), the payment of which shall be due within thirty (30) days of the Commission's approval of this Settlement Agreement. Said payment 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: Diane R. Corn, Staff Attorney, 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The mailing should be postmarked by the 30th day to be in compliance with this Settlement Agreement.

2. Real Estate Education. Respondent agrees to take and successfully complete educational course(s), including but not limited to property management, professional responsibility and ethics, to be determined by the Commission. The Commission shall also determine Respondent's deadline for completion of the education and submission of the evidence of completion. The course(s) is(are) in addition to and does(do) not take the place of any continuing education requirements. Respondent stipulates and agrees to contact the Executive Officer of the Commission within ten (10) calendar days of the date the Commission approves this Settlement Agreement to initiate determination of the educational course(s).

3. Restitution. Respondent paid restitution to the aforementioned complainants prior to the filing of this settlement agreement. As a result, restitution is no longer an issue in this matter.

4. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely pay the administrative fine as set forth in paragraph C (1) and/or successfully complete the education course(s) designated by the Commission in paragraph C (2) above, Respondent's license shall be automatically revoked for a period of five (5) years upon RICO's filing of an affidavit with the Commission attesting to such failure. In case of such revocation, 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 revocation. Upon completion of the revocation period, Respondent understands that she will need to apply to the Commission for a new license pursuant and subject to the requirements and conditions set forth in HRS §§ 92-17 and 436B-21.

5. Approval of the Commission. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C (6), C (7), C (8) and C (9) below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Commission.

6. No Objection if Commission Fails to Approve. If the Commission 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 Commission's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither she nor any attorney that she may retain, will raise as an objection to the Commission's proceeding against her on the basis that the Commission has become

disqualified to consider the case because of its review and consideration of this Settlement Agreement.

7. 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.

8. 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.

9. 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.

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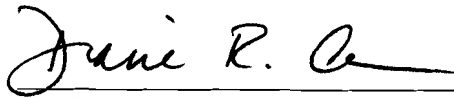
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, 3-31-2006.

By 
YOSHIE A. FEASTER

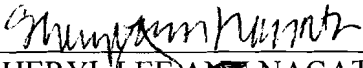
Respondent

DATED: Honolulu, Hawaii, APR 04 2006.


DIANE R. CORN
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE REAL ESTATE BROKER'S LICENSE OF YOSHIE A. FEASTER; SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; RICO CASE NOS. REC 2004-163-L, REC 2005-14-L AND REC 2005-15-L

REVIEWED AND RECOMMENDED FOR CONSIDERATION:

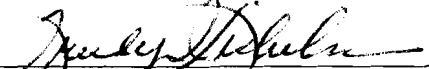


SHERYL LEE-ANA NAGATA
Hearings Officer

APR 11 2006

DATE

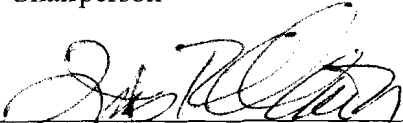
APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



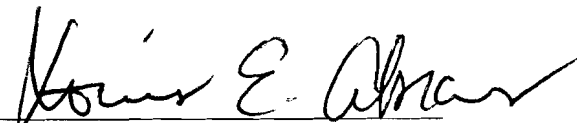
TRUDY I. MISHIHARA
Chairperson

April 28, 2006

DATE




IRIS R. OKAWA
Vice-Chairperson



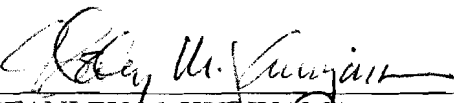
LOUIS E. ABRAMS



CAROL MAE A. BALL



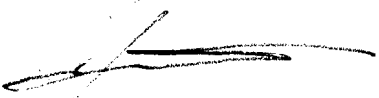
KATHLEEN H. KAGAWA,
Ph.D.



STANLEY M. KURIYAMA



MICHELE SUNAHARA
LOUDERMILK

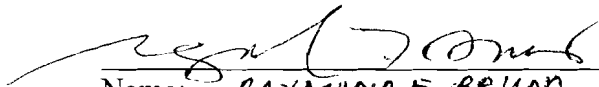


VERN M. YAMANAKA
PVL 07/22/05

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) SS.

On this 31st day of March, 2006, before me personally appeared YOSHIE
A. FEASTER to me known to be the person described, and who executed the foregoing
instrument, on her own behalf acknowledged that she executed the same as her free act and deed.

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Name: RAYMUND F. BRUNO
Notary Public, State of Hawaii

My Commission expires: 08-04-2006