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 Regulated Industries Complaints
 Office
 Department of Commerce and Consumer
 Affairs
 State of Hawaii
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 Honolulu, Hawaii 96813
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Attorney for Department of Commerce
 and Consumer Affairs

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

In the Matter of the Real)	REC 2003-44-L
Estate Broker's License of)	
STEVEN D. WEEKS,)	SETTLEMENT AGREEMENT PRIOR
)	TO FILING OF PETITION FOR
Respondent.)	DISCIPLINARY ACTION AND
)	COMMISSION'S FINAL ORDER

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 & CONSUMER AFFAIRS
 STATE OF HAWAII

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

Respondent STEVEN D. WEEKS (hereinafter "Respondent"), and
 the Department of Commerce and Consumer Affairs, through its
 Regulated Industries Complaints Office (hereinafter "RICO")
 through its undersigned attorney, enter into this Settlement
 Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. Respondent is licensed by the Real Estate Commission
 (hereinafter the "Commission") as a real estate broker under
 license number RB 16912. Said license was issued on September
 25, 1996 and currently has an expiration date of December 31,
 2004.

DEPT OF COMMERCE
 CONSUMER AFFAIRS
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2. The last known address for Respondent is 7455 Makaa Street, Honolulu, Hawaii 96825.

3. RICO received a complaint against Respondent from Hang Kuen Lam, alleging that Respondent made misrepresentations in his real estate transaction with her and that he failed to ascertain and disclose pertinent information about the property she purchased from Respondent's client, including but not limited to Respondent's representation that two houses, 127 and 129 Nehe Lane, were the subject properties being sold to Complainant when the property being sold to Complainant was actually 127 Nehe Lane, a single family dwelling, and Respondent's representation that Nehe Lane was a private lane when Nehe Lane is a public road.

4. The foregoing allegations, if proven, would constitute violations of the following statutes governing the conduct of real estate brokers licensed in the State of Hawaii: Hawaii Revised Statutes ("HRS") §§467-14(1) (making any misrepresentation), 467-14(13) (violating chapters and rules), 467-14(18) (failing to ascertain and disclose), and Hawaii Administrative Rules ("HAR") §§16-99-3(a) (fully protect the general public) and 16-99-3(b) (protect the public against misrepresentation).

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

B. REPRESENTATIONS BY RESPONDENT

1. Respondent is fully aware that he has the right to be represented by an attorney of his choosing in this matter and

voluntary waives that right.

2. Respondent enters into this Settlement Agreement freely and voluntarily and under no coercion or duress.

3. Respondent has been informed of his right to have a hearing to determine the issues in RICO's investigation. Pursuant to HRS §91-9(d), Respondent voluntarily waives his right to a hearing and agrees to a disposition 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 by the Commission acknowledges that he is subject to penalties including but not limited to, revocation, suspension or limitation of his license and civil fines, if the foregoing violations are proven at hearing.

5. Respondent does not admit that he has violated any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against his real estate broker's license.

6. 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.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. 2003-44-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 at the time Respondent signs 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: Tammy Y. Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The mailing should be postmarked on the date this Settlement Agreement is signed by Respondent to be in compliance with this Settlement Agreement.

2. Restitution. Respondent agrees to pay restitution in the amount of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) to Hang Kuen Lam, the payment of which shall be due at the time Respondent signs this Settlement Agreement. Said payment shall be made by **cashier's check or money order made payable to "Hang Kuen Lam"** and mailed to the Regulated Industries Complaints Office, Attn: Tammy Y. Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The mailing should be postmarked on the same date that the Settlement Agreement is signed by the Respondent to be in compliance with this Settlement Agreement.

3. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely pay the administrative fine and restitution as set forth in paragraphs C.1. and 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 his 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 he will need to apply to the Commission for reinstatement pursuant and subject to the requirements and conditions set forth in HRS §436B-21.

4. Possible further sanction. The Commission, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Commission may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of real estate brokers in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

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 he nor any attorney that he may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Commission's proceeding against him 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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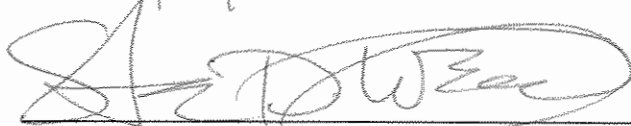
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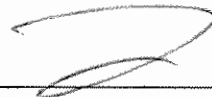
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, 10/14/04.



STEVEN D. WEEKS
Respondent

DATED: Honolulu, Hawaii, 10/20/04.



TAMMY Y. KANESHIRO
Attorney for Petitioner


IN THE MATTER OF THE REAL ESTATE BROKER'S LICENSE OF STEVEN D. WEEKS; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; REC 2003-44-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



JOHN OHAMA
Chairperson

November 24, 2004
DATE



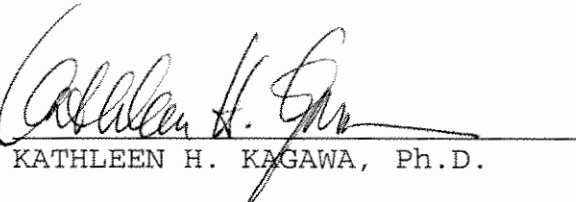
MITCHELL A. IMANAKA
Vice Chairperson



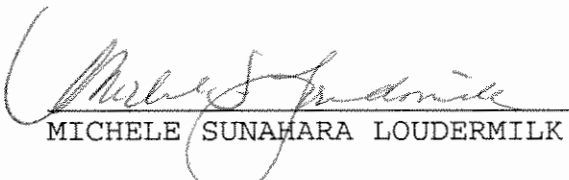
LOUIS E. ABRAMS



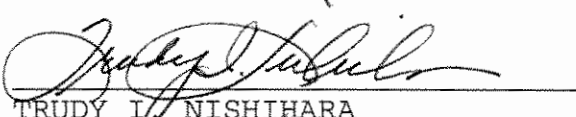
CAROL MAE A. BALL



KATHLEEN H. KAGAWA, Ph.D.

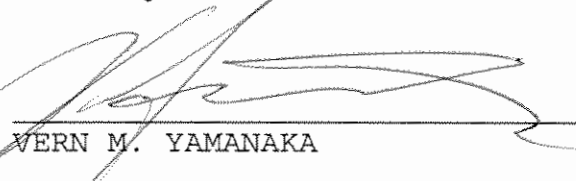


MICHELE SUNAHARA LOUDERMILK



TRUDY I. NISHIHARA

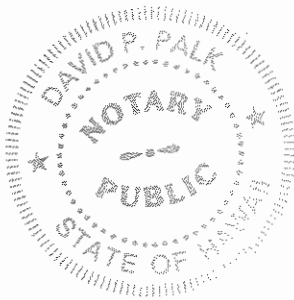
IRIS R. OKAWA



VERN M. YAMANAKA

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

On this 14th day of October, 2004, before me personally appeared STEVEN D. WEEKS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



A handwritten signature in black ink, appearing to read "D. Palk", written over a horizontal line.

Name: DAVID P. PALK
Notary Public, State of Hawaii

My commission expires: _____

*David P. Palk
Notary Public, State of Hawaii
My commission expires: March 26, 2007*