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Department of Commerce and Consumer Affairs  
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and Consumer Affairs

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

In the Matter of the Real Estate Broker's License of	)	REC 2004-51-L
	)	
	)	SETTLEMENT AGREEMENT PRIOR TO
HAROLD MELTZER dba REAL ESTATE	)	FILING OF PETITION FOR DISCIPLINARY
CONSULTANTS OF KONA, Principal	)	ACTION AND COMMISSION'S FINAL
Broker,	)	ORDER (Re Meltzer)
	)	
Respondent.	)	
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	)	
In the Matter of the Real Estate Salesperson's License of	)	
	)	
	)	
BURT ANDERSON,	)	
	)	
Respondent.	)	
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SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER

Petitioner the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'  
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereafter "RICO" or "Petitioner"),  
through the undersigned attorney, and Respondent HAROLD MELTZER dba REAL ESTATE  
CONSULTANTS OF KONA (hereafter "Respondent"), enter into this Settlement Agreement on  
the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. Respondent HAROLD MELTZER, dba REAL ESTATE CONSULTANTS OF KONA, is licensed by the Real Estate Commission (hereafter "Commission") as a real estate broker under license RB 13075. The license was issued on or about September 21, 1982. It has an expiration date of December 31, 2006.

2. Respondent's last known business address is 75-5719 Alii Drive, Kailua-Kona, Hawaii 96740. Respondent's last known mailing address is P.O. Box 4711, Kailua-Kona, Hawaii 96745.

3. Pursuant to Hawaii Revised Statutes (hereafter "HRS") Chapters 436B and 467, the Commission has jurisdiction over the subject matter, the parties and the license herein.

B. RICO ALLEGATIONS

1. At all relevant times herein, Burt Anderson (hereafter "Anderson") was licensed and worked for Respondent and Principal Broker Harold Meltzer dba Real Estate Consultants of Kona, as a real estate salesperson.

2. On or about October 10, 2003, Anderson met with the owner of ocean-front property at 88-129 Kai Avenue, Milolii Beach Lots Subdivision, South Kona, Tax Map Key (hereafter "TMK") # 3-8-8-5-101, and, eventually listed the property for sale via the Multiple Listing Service (hereafter "MLS"). Anderson's listing contained erroneous information that was not corrected until after the property was under contract for sale. Respondent also misplaced the original, executed Deposit, Receipt Offer and Acceptance form for the transaction.

3. RICO asserts that the allegations in Sections B(1) - B(2), if proven at an administrative hearing before the Commission, would constitute violations of at least the following statutes governing the conduct of real estate licensees in Hawaii:

- HRS § 436B-19(17) (violating the chapter, applicable licensing laws, or any rule or order of the licensing authority); and
- HRS § 467-1.6(a) (Principal broker shall have direct management and supervision of the brokerage firm and its real estate licensees); and
- HRS § 467-1.6(b)(2) (Principal broker shall be responsible for the brokerage firm's records, contracts and documents); and
- HRS § 467-1.6(b)(3) (Principal broker shall be responsible for all contracts and its handling by associate real estate salespersons); and
- HRS § 467-14(13) (violating the chapter).

C. REPRESENTATIONS BY RESPONDENT

1. Respondent is aware that they have a right to be represented by an attorney of their choice in this matter, and, Respondent freely, knowingly and voluntarily waive that right.

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

3. Respondent is aware of their right to contest this matter and to have a hearing to adjudicate the issues in the case. Pursuant to HRS §91-9(d), Respondent freely, knowingly and voluntarily waive the right to contest this matter via an administrative hearing, and, Respondent agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent does not admit to violating any law or rule. Respondent enters into this Settlement Agreement as a voluntary compromise of this matter and in order to conserve on the expense of proceeding with an administrative hearing.

5. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO Case No. REC 2004-51-L as it pertains to them.

D. TERMS OF SETTLEMENT

1. Administrative fine.

Respondent shall pay an administrative fine of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

The fine is due in full by no later than thirty (30) days after approval of this Settlement Agreement by the Commission.

The payment shall be made by **cashier's check or money order made payable to "State of Hawaii - Compliance Resolution Fund"** and mailed or delivered to the Regulated Industries Complaints Office, Attn: Esther L. Ervin, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813.

Payment of the fine shall 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 Revocation of License Without Further Hearing Upon Respondent's Failure to Comply with the Settlement Agreement. If Respondent fails to meet the conditions set forth in section D(1) above, Respondent's license (RB 13075) shall be revoked automatically for a period of five (5) years, without any hearing, upon the filing of an affidavit by RICO, with the Commission, attesting to Respondent's failure to comply. In the case of such an automatic revocation, the Respondent shall turn in all indicia of their license to the Executive Officer of the Commission within ten (10) days after receipt of a notice of revocation. Upon completion of the five (5) year revocation period, if the Respondent desires to become licensed again, the Respondent must apply to the Commission for a new license pursuant and subject to the requirements and conditions set forth in HRS § 92-17(c)(2), HRS § 436B-21, HRS § 467-15.5, HAR § 16-99-10, and all other applicable laws and rules.

3. Entire Settlement Agreement Not Final or Binding Until it is Approved by the Commission. The parties agree that, except for the representations, agreements and covenants contained in sections D(4), D(5) and D(6) the entire Settlement Agreement shall not be final or binding on the parties unless and until it is approved by the Commission. This means that if the Commission rejects this Settlement Agreement, then by their signatures, the Respondent and RICO are still bound by Sections D(4), D(5) and D(6) herein.

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 hereto, but instead an administrative hearing regarding this case is held against the Respondent in the Commission's usual and customary fashion pursuant to the Hawaii Administrative Procedures Act, the Respondent and their representatives and attorneys are precluded forever from objecting to or challenging, in an administrative proceeding or in any related judicial action, the Commission's handling of a proceeding against the Respondent on the basis that the Commission became disqualified from considering the case because it reviewed and considered this Settlement Agreement.

5. Ambiguities Construed to Protect the Public. Any ambiguity in this Settlement Agreement shall be read and interpreted in a manner that most completely protects the interests of the public.

6. No Reliance On Representations Other Those Stated Herein. Other than the matters stated specifically in this Settlement Agreement, neither RICO nor anyone acting on RICO's behalf has made any representation of fact, opinion or promise to the Respondent to induce entry into this Settlement Agreement, and the 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 and final 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: Honolulu, Hawaii, [ July 27, 2006 ].

/s/ HAROLD MELTZER  
HAROLD MELTZER for  
HAROLD MELTZER dba REAL  
ESTATE CONSULTANTS OF KONA,  
Respondent

STATE OF HAWAII )  
                                  [ Hawaii ] )     SS.  
CITY AND COUNTY OF HONOLULU )

On this [ 27th ] day of [ July ], 2006, before me personally appeared **HAROLD MELTZER**, to me known to be the person described, and who executed the foregoing instrument on behalf **HAROLD MELTZER dba REAL ESTATE CONSULTANTS OF KONA**, and, he acknowledged that he executed the same as his free act and deed.

[Signature redacted ]  
Name: [ Lena M. Journigan ]  
Notary Public, State of Hawaii  
My Commission expires: \_\_\_\_\_

DATED: Honolulu, Hawaii, \_\_\_\_\_.

/s/ ESTHER L. ERVIN     [ 8/14/06 ]  
ESTHER L. ERVIN  
Attorney for Petitioner

IN THE MATTER OF THE REAL ESTATE BROKER'S LICENSE OF HAROLD MELTZER  
DBA REAL ESTATE CONSULTANTS OF KONA, PRINCIPAL BROKER, AND OF THE  
REAL ESTATE SALESPERSON'S LICENSE OF BURT ANDERSON; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND  
COMMISSION'S FINAL ORDER (Re Meltzer); RICO CASE NO. REC 2004-51-L

APPROVED AND SO ORDERED:  
REAL ESTATE COMMISSION  
STATE OF HAWAII

**/s/ TRUDY I. NISHIHARA**

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TRUDY I. NISHIHARA  
Chairperson

**[ September 22, 2006 ]**

\_\_\_\_\_  
DATE

**/s/ STANLEY M. KURIYAMA**

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~~HRIS R. OKAWA~~ [ Stanley M. Kuriyama ]  
Vice-Chairperson

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LOUIS E. ABRAMS

**/s/ CAROL MAE A. BALL**

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CAROL MAE A. BALL

**/s/ FRANCES GENDRANO**

\_\_\_\_\_  
~~KATHLEEN H. KAGAWA, Ph.D.~~  
[ Frances Gendrano ]

**/s/ MARK SUIISO**

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~~STANLEY M. KURIYAMA~~  
[ Mark Suiso ]

**/s/ MICHELE SUNAHARA LOUDERMILK**

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MICHELE SUNAHARA LOUDERMILK

**/s/ ANNETTE AIONA**

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~~VERN M. YAMANAKA~~  
[ Annette Aiona ]

**/s/ WILLAM CHEE**

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[ William Chee ]