PATRICK K. KELLY 7290 Regulated Industries Complaints Office Department of Commerce and Consumer Affairs State of Hawaii Leiopapa A Kamchamcha Building 235 South Beretania Street, Suite 900 Honolulu, Hawaii 96813 Telephone: 808-586-2660

Attorney for Department of Commerce and Consumer Affairs

2013 JUNIU A 9:58

BOARD OF PRIVATE DETECTIVES AND GUARDS DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS STATE OF HAWAII

In the Matter of the Guard Agency License of)	PDG 2012-40-J	771	Ľ
CONTEMPORARY SERVICES CORPORATION,)))	SETTLEMENT AGREEMENT F FILING OF PETITION FOR DIS ACTION AND BOARD'S FINAL	CIPLE	NARY
Respondent.)) _)			

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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 Respondent CONTEMPORARY SERVICES CORPORATION (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

UNCONTESTED FACTS: Α.

At all relevant times herein, Respondent was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA

- 638. The license was issued on or about January 8, 1999. The license will expire or forfelt on or about June 30, 2014.
- 2. Respondent's mailing address for purposes of this action is 583 Kamoku Street, #2005, Honolulu, Hawaii 96826.
- 3. RICO alleges that between December 7, 2010 and October 4, 2011 disciplinary decisions were issued against Respondent in California, Montana, New York, North Carolina and Wisconsin and Respondent failed to report said decisions to the Board within thirty days as required by HRS § 436B-19(15).
- 4. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

- 1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.
- 2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.
- 3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.
- Respondent being at all times relevant herein licensed by the Board acknowledges 4. that Respondent is 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. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent'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 No. PDG 2012-40-L.
- 8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

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). 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: Patrick K. Kelly, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.
- 2. Possible flyther 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 Respondent violates any provision of the statutes or rules governing the conduct of a guard agency in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

- 3. Approval of the Board. 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 binding on any of the parties unless and until it is approved by the Board.
- 4. 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 Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.
- 5. 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.
- 6. No Rollance 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.

PAGE

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 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.

JUNE 12, 2013.

CONTEMPORARY SERVICES CORPORATION Respondent

JUN 1 3 2013

DATED: Honolulu, Hawaii,

PATRICK K. KELLY

Attorney for Department of

Commerce and Consumer Affairs

EDWARD AKIONA

ARRYL PERRY

IN THE MATTER OF THE GUARD AGENCY LICENSE OF CONTEMPORARY SERVICES CORPORATION; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2012-40-L

APPROVED AND SO ORDERED: BOARD OF PRIVATE DETECTIVES AND GUARDS STATE OF HAWAII

DOUGLAS H. INOUYE

Chairperson.

CMIEF GARY YABUTA

Vice Chairperson

RAY GALAS

KENNETH CHANG

05/15/13

CALIFORNIA	
STATE OF HAWAII)
LOSANGELES	SS.
CITY AND COUNTY OF HONOLULU	;

On this 12th day of JUNE, 2013, before me personally appeared IAMES SERVICE to me known to be the person described, and who executed the foregoing instrument on behalf of CONTEMPORARY SERVICES CORPORATION as its VILE PRESIDENT, LEGAL, and acknowledged that he/she executed the same as his/her free act and deed.

This <u>SIX</u> -page <u>SETTLEMENT AGREEMENT</u> document dated MY 177, , 2013 was acknowledged before me by JAMES SERVICE this 12th day of JUNE, 2013, in the City and County of Henolulu; in the State of Hawaii.

Name:

Notary Public, State of Hawaii

My Commission expires: 3/