

JOHN T. HASSLER 5311
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2015 FEB 13 P 1:51

HEARINGS OFFICE

2015 JAN -6 P 1:45

Attorney for Department of Commerce
and Consumer Affairs

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

In the Matter of the Guard Agency)	PDG 2014-173-L
License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
UNITED COURIER SERVICES, INC.,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
and)	
)	
Guard license of)	
)	
KENNETH C.K. LAM,)	
)	
Respondents.)	

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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 Respondents UNITED COURIER SERVICES, INC. and
KENNETH C.K. LAM (hereinafter "Respondents"), enter into this Settlement Agreement on the
terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent UNITED COURIER SERVICES, INC. was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 618. The license was issued on or about July 1, 1998. The license will expire or forfeit on or about June 30, 2016.

2. At all relevant times herein, Respondent KENNETH C.K. LAM was licensed by the Board as the principal guard for UNITED COURIER SERVICES, INC. under license number GD 619. The license was issued on or about July 1, 1998. The license will expire or forfeit on or about June 30, 2016.

3. Respondents' mailing address for purposes of this action is c/o Thomas J. Wong, Esq., Devens, Nakano, Saito, Lee, Wong & Ching, 220 S. King Street, Suite 1600, Honolulu, Hawaii 96813.

4. RICO received information suggesting several unlicensed individuals employed by and/or affiliated with Respondent UNITED COURIER SERVICES, INC. were providing guard services in or around September of 2014.

5. RICO additionally investigated the conduct of several unlicensed individuals employed by and/or affiliated with Respondent UNITED COURIER SERVICES, INC. and intends to resolve any claims against those individuals in separate agreements.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute a violation of Hawaii Revised Statutes ("HRS") §436B-19(16) (employing a person not licensed).

7. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are represented by Thomas J. Wong, Esq., Devens, Nakano, Saito, Lee, Wong & Ching, 220 S. King Street, Suite 1600, Honolulu, Hawaii 96813 for purposes of this settlement agreement.

2. Respondents enter into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondents are aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondents freely, knowingly, and voluntarily waive the right to a hearing and agree to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondents being at all times relevant herein licensed as a guard agency and principal guard, respectively, by the Board acknowledge that Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of the licenses and administrative fines, if the foregoing allegations are proven at hearing.

5. While Respondents were under the belief they were in compliance with the statutory provisions and further believe that the definition of “guard” in HRS §463-1 is ambiguous, in order to achieve a settlement in this matter, Respondents admit to the veracity of the allegations and that Respondents’ acts violate HRS § 436B-19(16) (employing person not licensed), and state that Respondents are working to ensure affected employees obtain licenses.

6. Respondents submit that they had a good faith belief that Respondents and those affiliated and/or employed by Respondent UNITED COURIER SERVICES, INC. were in compliance with the licensure requirements for individual guards and that Respondents did not intend to violate any statute or rule.

7. Respondents enter 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.

8. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PDG 2014-173-L.

9. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents agree jointly and severally to pay an administrative fine in the amount of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00). Payment shall be made by **cashier's check or money order made payable to "DCCA Compliance Resolution Fund"** and shall be mailed to the Regulated Industries Complaints Office, ATTN: John T. Hassler, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813 at the time this Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondents fail to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph C.2 above, Respondents' licenses shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondents shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice of

the revocation. In case of such revocation, Respondents understand Respondents cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondents understand that if Respondents desire to become licensed again, Respondents must apply to the Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible further 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 Respondents violate any provision of the statutes or rules governing the conduct of guard agencies in the State of Hawaii, or if Respondents fail to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. 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 Respondents in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondents agree that neither Respondents nor any attorney that Respondents may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondents on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. 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.


7. 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 Respondents to induce entry into this Settlement Agreement, and Respondents are 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.

8. 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.

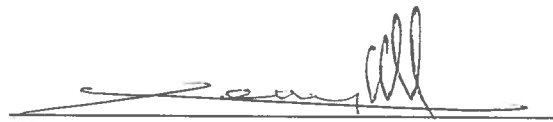
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Dec, 30, 2014.

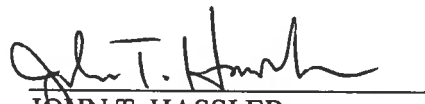
UNITED COURIER SERVICES, INC.
Respondent

By: 
Its president


DATED: DEC, 30, 2014.


KENNETH C.K. LAM
Respondent

DATED: Honolulu, Hawaii, January 5, 2015.


JOHN T. HASSLER
Attorney for Department of Commerce
and Consumer Affairs

APPROVED AS TO FORM:


THOMAS J. WONG
Attorney for Respondent

IN THE MATTER OF THE GUARD AGENCY LICENSE OF UNITED COURIER
SERVICES, INC. AND THE GUARD LICENSE OF KENNETH C.K. LAM; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND
BOARD'S FINAL ORDER; CASE NO. PDG 2014-173-L

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



DOUGLAS H. INOUE
Chairperson

RAY GALAS
Vice Chairperson



CHIEF HARRY S. KUBOJIRI

February 12, 2015
DATE



CHIEF DARRYL PERRY



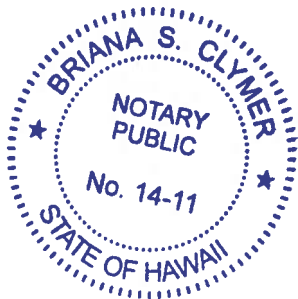
KENNETH CHANG


PVL 11/14

STATE OF Hawaii)
City & COUNTY OF Honolulu) SS.


On this 30th day of Dec, 2014, before me personally appeared
Kenneth C.K. Lam, to me known to be the person described, and who executed the
foregoing instrument on behalf of United Courier Services Inc. as its
President, and acknowledged that he/she executed the same as
his/her free act and deed.

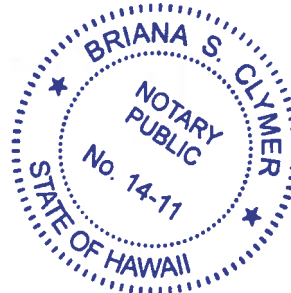
This 10 -page Settlement Agreement prior to Filing Petition
document dated December 30, 2014 was acknowledged before me by
Kenneth C.K. Lam this 30th day of December, 2014, in the
City of Honolulu and county of Honolulu, in the County of Honolulu, in the State of
Hawaii.




Name: Briana S. Clymer
Notary Public, State of Hawaii

My Commission expires: 02/02/2018

Doc. Date: 12/30/14 # Pages 10
Notary Name: Briana S. Clymer Circuit 1
Doc. Description: Settlement Agreement
Prior to Filing of Petition for Disciplinary
Action & Board's Final Order
 12/30/14
Notary Signature Date
NOTARY CERTIFICATION

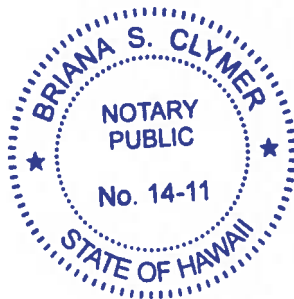


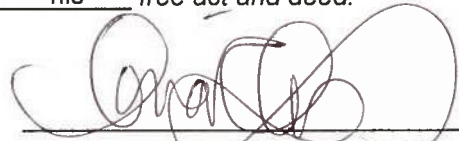
INDIVIDUAL

STATE OF HAWAII,
City & County of Honolulu. } ss:

On this 30th day of December, 2014, before me personally appeared
Kenneth C. K. Lam

to me known to be the person — described in and who executed the foregoing instrument and
acknowledge that he executed the same as his free act and deed.





Notary Public, State of Hawaii.
Briana S. Clymer
My Commission Expires 2/2/18

Notary Certificate:

Doc. Date: 12/30/14 # Pages: 10
Notary Name: Briana S Clymer 1st Circuit

Document description:

Settlement Agreement Prior to Filing of Petition for
Disciplinary Action & Board's Final Order


Notary Signature

12/30/14
Date

