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Department of Commerce and Consumer Affairs
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2015 MAY -6 P 2:03

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 2014-195-L
License of)
)
PRIVATE SECURITY GROUP INC., fka) SETTLEMENT AGREEMENT PRIOR TO
PRIVATE SECURITY, INC.,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
)
and)
)
)
Guard license of)
)
CHARLES L. LONG,)
)
)
)
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 PRIVATE SECURITY GROUP INC., fka
PRIVATE SECURITY, INC. and CHARLES L. LONG (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 PRIVATE SECURITY GROUP INC., fka PRIVATE SECURITY, INC. was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 766. The license was issued on or about September 19, 2003. The license will expire or forfeit on or about June 30, 2016.

2. At all relevant times herein, Respondent CHARLES L. LONG was licensed by the Board as the principal guard for PRIVATE SECURITY GROUP INC. under license number GD 546. The license was issued on or about November 17, 1995. The license will expire or forfeit on or about June 30, 2016.

3. Respondents' mailing address for purposes of this action is P.O. Box 25626, Honolulu, Hawaii 96825.

4. RICO received information suggesting several unlicensed individuals employed and/or affiliated with Respondent PRIVATE SECURITY GROUP INC. were providing guard services at a musical event held in Honolulu, Hawaii on September 19, 2014.

5. RICO additionally investigated the conduct of several unlicensed individuals employed by Respondent PRIVATE SECURITY GROUP 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 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 fully aware that Respondents have the right to be represented by an attorney and voluntarily waive that right.

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

3. Respondents are aware of their right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondents freely, knowingly, and voluntarily waive their 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. Respondents admit to the veracity of the allegations and that Respondents' acts violate HRS § 436B-19(16) (employing person not licensed), and state Respondents are working to ensure affected employees obtain licenses.

6. 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.

7. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PDG 2014-195-L.

8. 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 THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00). RICO acknowledges receipt of a cashier's check from Respondents in the amount of \$3,000.00 payable to "DCCA Compliance Resolution Fund."

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.1 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 licenses 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: _____, _____, APR 30 2015.

PRIVATE SECURITY GROUP INC.
Respondent


By: 
Its CEO

DATED: _____, _____, APR 30 2015.



CHARLES L. LONG
Respondent

DATED: Honolulu, Hawaii, May 6, 2015.



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

IN THE MATTER OF THE GUARD AGENCY LICENSE OF PRIVATE SECURITY GROUP
INC., fka PRIVATE SECURITY, INC. AND THE GUARD LICENSE OF CHARLES L.
LONG; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2014-195-L

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



DOUGLAS H. INOUE
Chairperson




RAY GALAS
Vice Chairperson



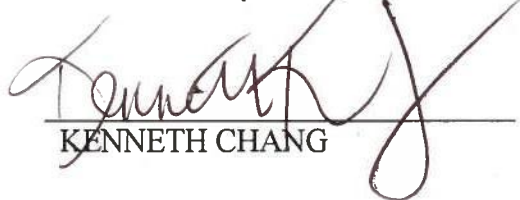
CHIEF HARRY S. KUBOMIRI

May 14, 2015

DATE



CHIEF DARRYL PERRY



KENNETH CHANG

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

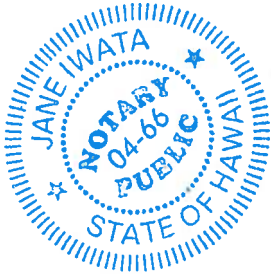
On this _____ day of APR 30 2015, 2015, before me personally appeared
CHARLES L. LONG, to me known to be the person described, and who executed the foregoing
instrument and acknowledged that he executed the same as his free act and deed.

This 9 -page Settlement Agreement

document dated undated, 2014 was acknowledged before me by

2/17
Jane Iwata
~~ERNESTO T. ENDRINA~~ this APR 30 2015, 2014, in the

County of HONOLULU, in the State of HAWAII



[Signature]
Name: _____
Notary Public, State of _____

Jane Iwata
My Commission expires: My commission expires: 02/22/16