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Department of Commerce and Consumer Affairs
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Attorney for Department of Commerce
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BOARD OF PRIVATE DETECTIVES AND GUARDS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

2015 APR -6 A 10:07

HEARINGS OFFICE

2015 APR 17 P 12:28

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

In the Matter of the Guard Agency)	PDG 2014-220-L
License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
L. SIRACUSA & ASSOCIATES, INC.,)	FILING OF PETITION FOR DISCIPLINARY
dba PHOENIX HAWAII,)	ACTION AND BOARD'S FINAL ORDER
)	
and)	
)	
Guard license of)	
)	
JON-LOUIS K. SIRACUSA,)	
)	
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 L. SIRACUSA & ASSOCIATES, INC., dba
PHOENIX HAWAII, and JON-LOUIS K. SIRACUSA (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 L. SIRACUSA & ASSOCIATES, INC. (hereinafter "LSA") was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 505. The license was issued on or about March 3, 1994. The license will expire or forfeit on or about June 30, 2016.

2. At all relevant times herein, Respondent JON-LOUIS K. SIRACUSA was licensed by the Board as the principal guard for LSA under license number GD 939. The license was issued on or about November 12, 2009. 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 61867, Honolulu, Hawaii 96839.

4. RICO received information suggesting two unlicensed individuals employed by and/or affiliated with LSA were providing guard services in or around October of 2014.

5. RICO additionally investigated the conduct of the two unlicensed individuals employed by and/or affiliated with LSA and intends to resolve any claims against those individuals in separate agreements and/or proceedings.

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 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 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. Respondents admit to the veracity of the allegations and that Respondents' acts violate HRS § 436B-19(16) (employing persons not licensed), and state that 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 2014-220-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 a fine in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00).

Payment shall be made by **cashier's check or money order made payable to "DCCA Compliance Resolution Fund."** Petitioner acknowledges receipt of the fine payment.

2. 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.

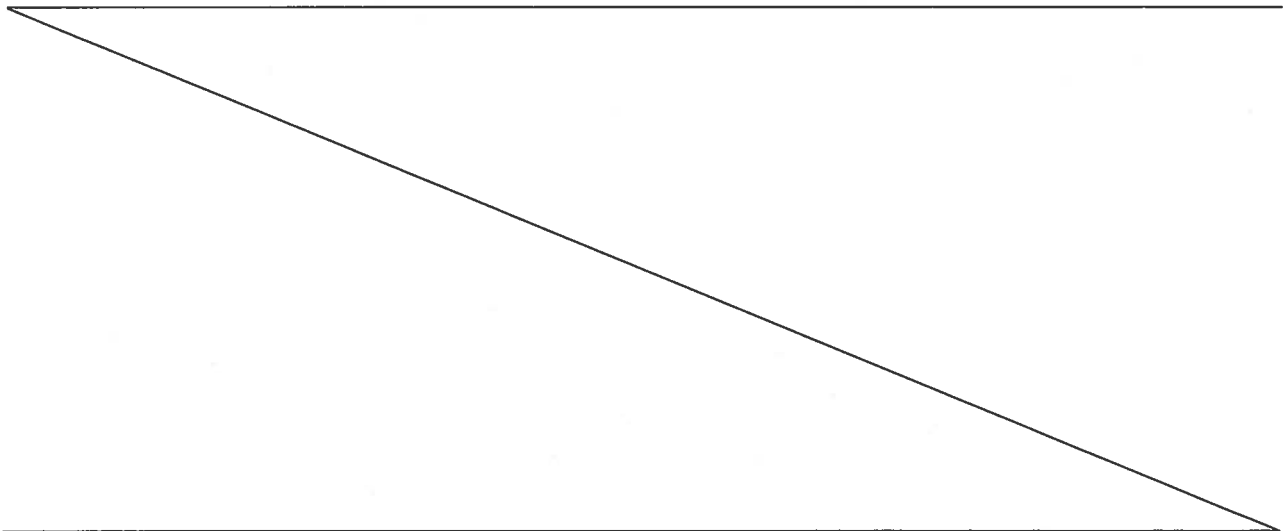
3. Approval of the Board. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.4, C.5, C.6, and C.7 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

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 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.

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 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.

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.

DATED: MILILANI, HAWAII, 3/25/2015.
(CITY) (STATE) (DATE)


L. SIRACUSA & ASSOCIATES, INC.
Respondent

By: 
Its PRESIDENT

DATED: MILILANI, HAWAII, 3/25/2015.
(CITY) (STATE) (DATE)


JON-LOUIS SIRACUSA
Respondent

DATED: Honolulu, Hawaii, ~~3/25/2015~~ 3/30/15.


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

IN THE MATTER OF THE GUARD AGENCY LICENSE OF L. SIRACUSA &
ASSOCIATES, INC., dba PHOENIX HAWAII, AND THE GUARD LICENSE OF JON-LOUIS
K. SIRACUSA; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2014-220-L.

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



DOUGLAS H. INOUE
Chairperson

April 16, 2015

DATE



RAY GALAS
Vice Chairperson

CHIEF DARRYL PERRY



CHIEF HARRY S. KUBOJIRI



KENNETH CHANG

PVL 11/14

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

On this 25th day of March, 2015, before me personally appeared JON-LOUIS SIRACUSA, 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 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated March 25, 2015 was acknowledged before me by Jon-Louis Siracusa this 25th day of March, 2015, in the City of Mililani in the County of Honolulu, in the State of Hawaii.

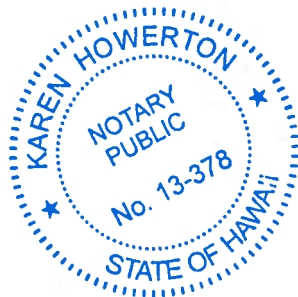


Name: Karen Howerton
Notary Public, State of Hawaii
My Commission expires: 11/03/2017

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

On this 25th day of March, 2015, before me personally appeared Jon-Louis Siracusa, to me known to be the person described, and who executed the foregoing instrument on behalf of L. SIRACUSA & ASSOCIATES, INC. as its president, and acknowledged that he executed the same as his free act and deed.

This 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated March 25, 2015 was acknowledged before me by Jon-Louis Siracusa this 25th day of March, 2015, in the City of Mililani in the County of Honolulu, in the State of Hawaii.



Karen Howerton
Name: Karen Howerton
Notary Public, State of Hawaii
My Commission expires: 11/03/2017