

MARC T. NAKAMURA 8167  
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

2017 JUL 10 P 12:48

HEARINGS OFFICE

RECEIVED  
PROF & VOCATIONAL  
LICENSING DIVISION

2017 MAY 24 A 8:11

DEPT. OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

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 License	)	PDG 2015-20-L
of	)	
	)	SETTLEMENT AGREEMENT AFTER
L. SIRACUSA & ASSOCIATES, INC.,	)	FILING OF PETITION FOR DISCIPLINARY
doing business as PHOENIX HAWAII,	)	ACTION AND BOARD'S FINAL ORDER
	)	
and	)	
	)	
Guard License of	)	
	)	
LOUIS R. SIRACUSA, JR.,	)	
	)	
Respondents.	)	
	)	
	)	
	)	
	)	

2411042211

SETTLEMENT AGREEMENT AFTER 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(s), and Respondent L. SIRACUSA & ASSOCIATES, INC., doing business as PHOENIX HAWAII (hereinafter "Respondent Phoenix") and LOUIS R. SIRACUSA, JR. (hereinafter "Respondent Siracusa") (hereinafter jointly referred to as "Respondents"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Phoenix 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, 2018.

2. Respondent Siracusa was listed as the Principal Guard for Respondent Phoenix until October 31, 2016. During all relevant times herein, Respondent Siracusa was acting on behalf of Respondent Phoenix as its Principal Guard in its interactions with RICO during the investigation of the present matter. Respondent Siracusa was issued a Guard License by the Board under License Number GD 465, which was issued on or about October 5, 1992. The license will expire or forfeit on or about June 30, 2018.

3. Respondents mailing address for purposes of this action is P.O. Box 61758, Honolulu, Hawaii 96839 or 286 Kalihi Street, Honolulu, Hawaii 96819.

4. On or about December 28, 2016, RICO filed a Petition for Disciplinary Action (hereinafter "Petition") alleging that Respondents violated , in part, the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 438B-19(16) (employing, utilizing, or attempting to employ or utilize an unlicensed person where licensure is required); HRS § 436B-19(17) (violating Chapter 436B or the applicable licensing law statute or administrative rule); HRS § 463-8(b) (failure of the guard agency through the principal guard to properly insure that guard employees are registered with the Board upon employment with the agency) and Hawaii Administrative Rules ("HAR") § 16-97-46(21) (failure to in any material respect to comply with HRS Chapter 463 or this chapter).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondents are fully aware that they have the right to be represented by an attorney and Respondents 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 waives 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 guard by the Board, acknowledge that Respondents are 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. Respondents do not admit to violating any law or rule, but acknowledge that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondents' 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 Case No. PDG 2015-20-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 to jointly and severally pay a fine in the amount of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00). 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.: Marc Nakamura, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due 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.1 above, Respondents respective 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 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 that Respondents cannot apply for new licenses 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 new licenses 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 a guard and guard agency 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 Respondent Phoenix or Respondent Siracusa 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: Honolulu, Hawaii, 05/11/17.  
(CITY) (STATE) (DATE)



LOUIS R. SIRACUSA, JR.  
Respondent

DATED: Honolulu, Hawaii, 05/11/17.  
(CITY) (STATE) (DATE)

L. SIRACUSA & ASSOCIATES, INC., doing  
business as PHOENIX HAWAII,

By:  (Signature)  
LOUIS R. SIRACUSA, JR. (Print Name)  
Its PRESIDENT

DATED: Honolulu, Hawaii, MAY 12 2017.




MARC T. NAKAMURA  
Attorney for Department of Commerce and  
Consumer Affairs

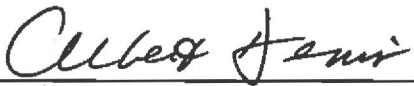
IN THE MATTER OF THE GUARD AGENCY LICENSE OF L. SIRACUSA &  
ASSOCIATES, INC., DOING BUSINESS AS PHOENIX HAWAII AND IN THE MATTER  
OF THE GUARD LICENSE OF LOUIS R. SIRACUSA, JR.; SETTLEMENT AGREEMENT  
AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL  
ORDER; CASE NO(S). PDG 2015-20-L.

---

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


  
RAY GALAS  
Chairperson


6 JULY 2017  
DATE

  
ALBERT DENIS  
Vice Chairperson

  
CHIEF DARRYL PERRY

  
CHIEF TIVOLI FAAUMU

  
KENNETH CHANG

  
DOUGLAS INOUE

PVL 02/17

STATE OF HAWAII )  
COUNTY OF HONOLULU ) SS.

On this 11 day of MAY, 2017, before me personally appeared LOUIS R SIRACUSA JR, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

This 8-page SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated MAY 11, 2017 was acknowledged before me by LOUIS R SIRACUSA JR this 11 day of MAY, 2017, in the City of HONOLULU, in the County of HONOLULU, in the State of Hawaii.

Kristen D Kimoto LS  
Name: KRISTEN D KIMOTO  
Notary Public, State of Hawaii

My Commission expires: 3/13/2020

Kristen D. Kimoto, First Circuit Doc Date 5/11/17  
# Pages: 8 Doc Description: Settlement Agreement After Filing of Petition  
Kristen D Kimoto 5/11/17  
Notary Signature Date  
NOTARY CERTIFICATION

STATE OF HAWAII )  
COUNTY OF HONOLULU ) SS.

On this 11 day of MAY, 20 17, before me personally  
appeared LOUIS R. SIRACUSA JR to me known to be the person described, and who executed  
the foregoing instrument on behalf of L. SIRACUSA & ASSOCIATES, INC., DOING  
BUSINESS AS PHOENIX HAWAII as its PRESIDENT, and  
acknowledged that he/she executed the same as his/her free act and deed.

This 8-page SETTLEMENT AGREEMENT AFTER FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated  
MAY 11, 20 17 was acknowledged before me by LOUIS R SIRACUSA JR  
this 11 day of MAY, 20 17, in the City of HONOLULU, in  
the County of HONOLULU, in the State of Hawaii.

Kristen D Kimoto LS  
Name: KRISTEN D KIMOTO  
Notary Public, State of Hawaii  
My Commission expires: 3/13/2020

Kristen D Kimoto, First Circuit Doc Date: 5/11/17  
# Pages: 8 Doc Description: Settlement  
Agreement After Filing of Petition  
Kristen D Kimoto 5/11/17  
Notary Signature Date  
NOTARY CERTIFICATION