

TAMMY Y. KANESHIRO
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: 808-586-2660

6287
DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2016 SEP 21 P 2:50
HEARINGS OFFICE

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION
2016 AUG -9 A 9:52
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 2015-24-L
of)	
)	SETTLEMENT AGREEMENT PRIOR TO
DISTRICT PARKING SERVICE, INC.,)	FILING OF PETITION FOR DISCIPLINARY
DBA DISTRICT PROTECTIVE SERVICE,)	ACTION AND BOARD'S FINAL ORDER
)	
and)	
)	
Principal Guard License of)	
)	
GLENN C. BRASHER)	
)	
Respondents.)	
)	

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 DISTRICT PARKING SERVICE, INC., dba
District Protective Service (hereinafter "Respondent DPSI") and GLENN C. BRASHER
(hereinafter "Respondent BRASHER") (hereinafter collectively 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 DPSI was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 636. The license was issued on or about December 18, 1998. The license will expire or forfeit on or about June 30, 2018.

2. At all relevant times herein, Respondent BRASHER was licensed by the Board as the principal guard for Respondent DPSI under license number GD 635. The license was issued on or about December 18, 1998. The license will expire or forfeit on or about June 30, 2018.

3. Respondents' mailing address for purposes of this action is 401 Kamakee Street, #206, Honolulu, Hawaii 96814.

*He # is 408 not 406
not alone*

4. RICO received a request for investigation from the Board after Respondents failed to timely submit semiannual lists of employees for the January to June 2014 and July 2014 to December 2014 reporting periods.

5. RICO alleges that Respondents failed to timely submit the semiannual lists of employees for the January to June 2014 and July 2014 to December 2014 reporting periods.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rules: Hawaii Revised Statutes ("HRS") § 436B-19(17) (violating chapter or rules) and Hawaii Administrative Rules ("HAR") § 16-97-15 (agency shall file semiannual lists of employees due July 31st (for January to June reporting period) and January 31st (for July to December reporting period)).

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 agrees 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 by the Board as a guard agency and principal guard 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 No. PDG 2015-24-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 pay a fine in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$200.00). 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: TAMMY Y. KANESHIRO, Esq., 235 S. Beretania Street, 9th Floor, and 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(s) 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 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 a guard agencies and guards 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: Honolulu, Hawaii, _____.

DISTRICT PARKING SERVICE, INC.,
DBA DISTRICT PROTECTIVE SERVICE
Respondent



By: GLENN C. BRASHER
Its: President and Director

DATED: Honolulu, Hawaii, _____.



GLENN C. BRASHER
Respondent

DATED: Honolulu, Hawaii, 8 / 9 / 16 _____.



TAMMY Y. KANESHIRO
Attorney for Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE GUARD AGENCY LICENSE OF DISTRICT PARKING
SERVICE, INC., DBA DISTRICT PROTECTIVE SERVICE AND PRINCIPAL GUARD
LICENSE OF GLENN C. BRASHER; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
CASE NO. PDG 2015-24-L.

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

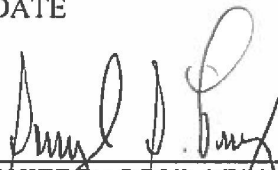
DOUGLAS H. INOUE
Chairperson

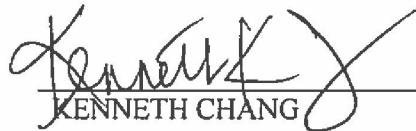

RAY GALAS
Vice Chairperson


CHIEF HARRY S. KUBOJIRI


ALBERT DENIS

September 15, 2016
DATE


CHIEF DARRYL PERRY


KENNETH CHANG

PVL 03/16

STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 5th day of August, 2016, before me personally appeared GLENN C. BRASHER, 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 PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated undated, 20__ was acknowledged before me by GLENN C. BRASHER this 5th day of August, 2016, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.

C

Terrilyn K. K. Tanaka
Name: _____
Notary Public, State of Hawaii

My Commission expires: _____

TERRI LYNN K. K. TANAKA
Notary Public, First Judicial Circuit
State of Hawaii
My Commission Expires: January 29, 2018

STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 5th day of August, 2016, before me personally appeared GLENN C. BRASHER, to me known to be the person described, and who executed the foregoing instrument on behalf of DISTRICT PARKING SERVICE, INC., DBA DISTRICT PROTECTIVE SERVICE as its President and Director, and acknowledged that he executed the same as his free act and deed.

This 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated [REDACTED], 2016 was acknowledged before me by GLENN C. BRASHER this 5th day of August, 2016, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.

62

Terrilyn K. K. Tanaka

Name: _____
Notary Public, State of Hawaii

My Commission expires: _____

TERRILYNN K. K. TANAKA
Notary Public, First Judicial Circuit
State of Hawaii
My Commission Expires: January 29, 2018