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Department of Commerce and Consumer Affairs
State of Hawaii
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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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2017 DEC -7 A 9:42

DEPT OF COMMERCE
AND 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 Employee)	PDG 2015-59-L
Registration of)	
)	SETTLEMENT AGREEMENT PRIOR TO
EDWIN K.K. CUMMINGS,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
Respondent.)	
)	
)	

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 Respondent EDWIN K.K. CUMMINGS (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was registered by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard employee under registration number GDE 4169. The registration was issued on or about July 1, 2013. The registration expired on or about June 30, 2016 and was forfeited on or about June 30, 2017.

2. Respondent's mailing address for purposes of this action is 6402 Ahele Drive, Kapaa, Hawaii 96746.

3. RICO alleges that on or about April 9, 2014, Respondent was found guilty of the misdemeanor offense of Abuse of Family or Household Member. On that same day, the judge granted Respondent's oral motion to stay the execution of sentencing pending appeal.

4. After the conviction was affirmed on appeal, Respondent was convicted of and sentenced to the offense of Abuse of Family or Household Member on or about May 10, 2017.

5. The foregoing allegation, 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(12) (failure to comply, observe, or adhere to the law in any manner that the licensing authority deems the holder to be an unfit or improper person to hold a license) and Hawaii Administrative Rule ("HAR") § 16-97-46(17) (engaging in any illegal or unlawful conduct which reflects unfavorably on the licensee to engage in the profession).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

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

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

4. Respondent, being at all times relevant herein registered by the Board, acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the registration and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's registration.

6. Respondent enters 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. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2015-59-L.

8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of his registration as a guard employee. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of his registration to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

Respondent understands that Respondent shall not apply for a new registration until the expiration of at least five (5) years from the effective date of the surrender of the registration. Respondent understands that if Respondent desires to become registered again, Respondent must apply to the Board for a new registration, pursuant to and subject to all the applicable laws and rules in effect at the time.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's registration shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the registration to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new registration until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become registered again, Respondent must apply to the Board for a new registration 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 Respondent violates any provision of the statutes or rules governing the conduct of a guard employee in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

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

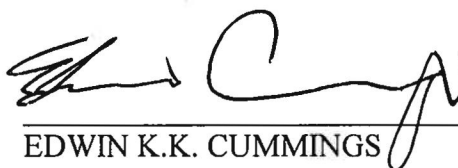
6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

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 Respondent to induce entry into this Settlement Agreement, and Respondent is 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: _____, Hawaii, 12/4/17
(CITY) (DATE)



EDWIN K.K. CUMMINGS
Respondent

DATED: Honolulu, Hawaii, DEC - 7 2017



DAWNIE ICHIMURA
Attorney for Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF EDWIN K.K. CUMMINGS; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2015-59-L.

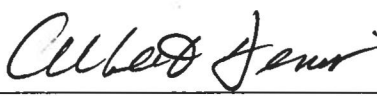
APPROVED AND SO ORDERED:
BOARD OF PRIVATE DETECTIVES AND GUARDS
STATE OF HAWAII



RAY GALAS
Chairperson

25 JAN 18

DATE



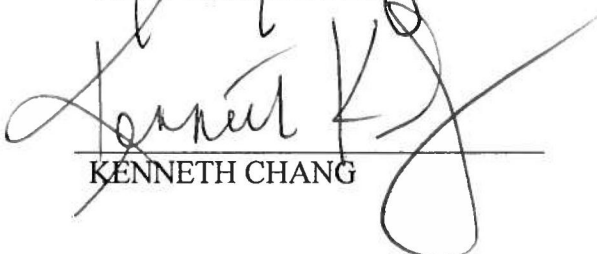
ALBERT DENIS
Vice Chairperson



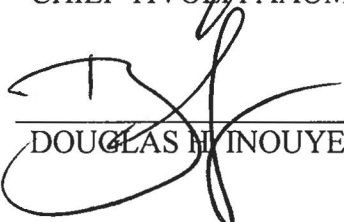
CHIEF DARRYL PERRY



CHIEF TIVOLI FAAUMU



KENNETH CHANG




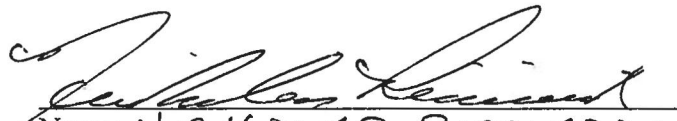
DOUGLAS H. INOUE

PVL 07/17

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 4th day of DECEMBER, 20 17, before me personally appeared EDWIN K.K. CUMMINGS, 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 6-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated DECEMBER 4th, 20 17 was acknowledged before me by EDWIN K.K. CUMMINGS this 4th day of DECEMBER, 20 17, in the City of LINCOLN, in the County of KAUAI, in the State of Hawaii.



Name: NICHOLAS RICCIARDI
Notary Public, State of Hawaii

My Commission expires: 12/29/17