

MARC T. NAKAMURA  
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

816 DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

2017 SEP -8 P 1:20

HEARINGS OFFICE

RECEIVED  
PROF & VOCATIONAL  
LICENSING DIVISION

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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 2015-61-L  
Registration of )  
 )  
STANLEY F. SALIMA, ) SETTLEMENT AGREEMENT PRIOR TO  
 ) FILING OF PETITION FOR DISCIPLINARY  
 ) ACTION AND BOARD'S FINAL ORDER;  
Respondent. ) EXHIBIT "1"  
 )  
 )

241042211

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(s), and Respondent STANLEY F. SALIMA (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 with the Board of Private Detectives and Guards (hereinafter the "Board") as a guard employee under registration number GDE 10730. The registration was issued on or about August 13, 2014. The registration will expire or forfeit on or about June 30, 2018.

2. Respondent's mailing address for purposes of this action is [REDACTED]

3. RICO alleges that Respondent, while with a group of friends, got intoxicated. While intoxicated, Respondent and his friends got into a physical altercation with another person. Respondent struck the other person and took his wallet. Respondent was charged with Robbery

in the Second Degree in the First Circuit Court, State of Hawaii and was granted a deferred acceptance of his guilty plea by Circuit Court Judge Glenn J. Kim, who placed Respondent in HOPE Probation.

4. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Administrative Rules ("HAR") § 16-97-46(17) (engaging in any illegal or unlawful conduct which reflects unfavorably upon the fitness of the licensee to engage in the profession).

5. 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 as a guard employee 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 admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HAR § 16-97-46(17) (engaging in any illegal or unlawful conduct which reflects unfavorably upon the fitness of the licensee to engage in the profession).

6. Respondent is extremely remorseful for his conduct and is committed to his sobriety. Attached as Exhibit "1" is a true and correct copy of the letter of apology that Respondent submitted to Judge Kim at his sentencing hearing.

7. 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.

8. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2015-61-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondent agrees to pay an administrative fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as follows:

- 1) \$100.00 by November 30, 2017;
- 2) \$100.00 by December 31, 2017;
- 3) \$100.00 by January 31, 2018;
- 4) \$100.00 by February 28, 2018; and
- 5) \$100.00 by March 31, 2018.

Payments shall be made by **cashier's check or money order made payable to "DCCA Compliance Resolution Fund"** and shall be mailed to the Regulated Industries Complaints Office, ATTN: Marc T. Nakamura, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

2. Compliance with HOPE Probation. Respondent shall remain in full compliance with all terms and conditions of his HOPE Probation. While Respondent remains in HOPE Probation, Respondent shall submit progress reports prepared by his HOPE Probation Officer to the Board by June 30 and December 31 respectively. The progress reports shall contain information concerning Respondent's compliance and performance on HOPE Probation, including any modifications, setting aside of Respondent's deferred acceptance of guilty plea, early termination, and revocation of his HOPE Probation. Failure to remain in full compliance with all terms and conditions of HOPE Probation may subject Respondent to further disciplinary action by the Board.

3. 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 and C.2 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.

4. 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 guard employees in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

5. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.6, C.7, C.8 and C.9 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

6. 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.

7. 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.

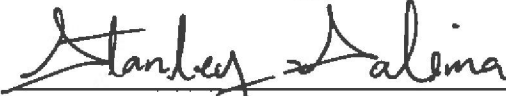
8. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not 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.

9. 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,

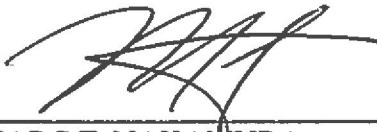
<sup>14</sup>  
Wednesday 8/09/17  
(Date)



STANLEY F. SALIMA  
Respondent

DATED: Honolulu, Hawaii,

AUG 17 2017



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

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IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF STANLEY F. SALIMA; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;  
EXHIBIT "I"; RICO CASE NO. PDG 2015-61-L

IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF STANLEY F.  
SALIMA; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1";  
RICO CASE NO. PDG 2015-61-L

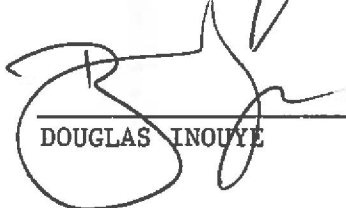
APPROVED AND SO ORDERED:  
BOARD OF PRIVATE DETECTIVES AND GUARDS  
STATE OF HAWAII

\_\_\_\_\_  
RAY GALAS  
Chairperson



\_\_\_\_\_  
ALBERT DENIS  
Vice Chairperson

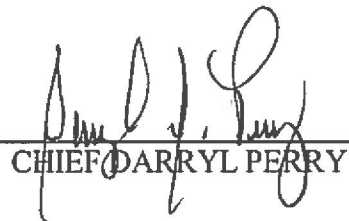
  
CHIEF TIVOLI FAAUMU

  
DOUGLAS INOUE

PVL 02/17

SEP - 7 2017

\_\_\_\_\_  
DATE

  
CHIEF DARRYL PERRY

  
KENNETH CHANG

\_\_\_\_\_

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

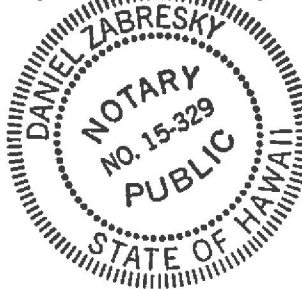
On this 14<sup>th</sup> day of AUGUST, 2017, before me personally appeared  
STANLEY F. SALIMA, to me known to be the person described, and who executed the  
foregoing instrument and acknowledged that he/she executed the same as his/her free act and  
deed.

This 7<sup>th</sup>-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated  
14<sup>th</sup> OF AUGUST, 2017 was acknowledged before me by  
[Date Document Signed by Respondent]

STANLEY F. SALIMA this 14<sup>th</sup> day of AUGUST, 2017, in the City and  
County of Honolulu, in the State of Hawaii.

Name: DANIEL ZABRESKY  
Notary Public, State of Hawaii FIRST CIRCUIT

My Commission expires: 09/13/2017



Doc. Date: 8.14.2017 # Pages 7

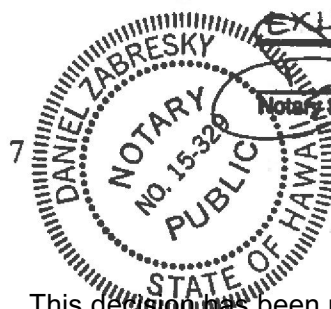
Notary Name: Daniel Zabresky First Circuit

Doc. Description: Court Settlement

EXHIBIT 1

Notary Signature [Signature] Date 8.14.2017

NOTARY CERTIFICATION





DEFENDANT'S STATEMENT

1<sup>st</sup> off I would like to apologize on behalf myself and my family on my behavior that landed me in this situation. I let alcohol get the best of me and that is not me. I am sorry and I also would like to apologize to the man that I had committed this crime on. I am normally a Respectful, loving Person. I Don't know what came over me that night. This will never happen again. I Promise. I would just like to move on from this and take care of my family, find a job or continue my education. Thank you for giving me this chance to correct my mistakes. Aloha and God Bless.

ATTACHMENT D

EXHIBIT 1