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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

2016 MAY -6 A 9:56

Attorney for Department of Commerce
and Consumer Affairs

BOARD OF PRIVATE DETECTIVES AND GUARDS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2016 JUL -1 P 12:55
HEARINGS OFFICE

In the Matter of the Guard Agency License) PDG 2015-80-L
of)
)
C R DISPATCH SERVICE, INC.,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
and the Guard License of)
)
WALTER J. REGO,)
)
)
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(s), Respondent C R DISPATCH SERVICE, INC. (hereinafter "Respondent C R Dispatch"), and Respondent WALTER J. REGO (hereinafter "Respondent Rego"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent C R Dispatch was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 29. The license was issued on or about July 18, 1968. The license will expire or forfeit on or about June 30, 2016.

2. At all relevant times herein, Respondent Rego was licensed by the Board as a guard under license number GD 90. The license was issued on or about November 30, 1970. The license will expire or forfeit on or about June 30, 2016.

3. At all relevant times herein, Respondent Rego was the principal guard for Respondent C R Dispatch.

4. The mailing address for Respondent C R Dispatch and Respondent Rego (hereinafter collectively referred to as "Respondents"), is P.O. Box 2073, Honolulu, Hawaii 96805.

5. RICO initiated a case based on an investigation relating to unlicensed guard activity.

6. RICO alleges Respondents failed to ensure guards employed by Respondent C R Dispatch were properly licensed.

7. 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 Revised Statutes ("HRS") § 436B-19(6) (aiding and abetting unlicensed persons).

8. 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 under HRS Chapter 463 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 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 2015-80-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, jointly and severally, a fine in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). 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: John T. Hassler, Esq., 235 S. Beretania Street, 9th 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(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 licensure 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 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 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, MAY 03 2016.
(CITY) (STATE)

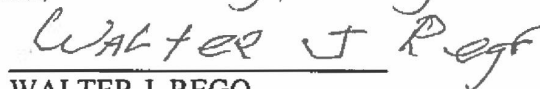
C R DISPATCH SERVICE, INC. ¹

Respondent

By: 

Its PRESIDENT

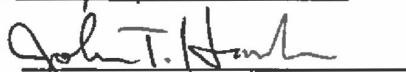
DATED: 2/1/2016, Hawaii, City & County of Honolulu
(CITY) (STATE)



WALTER J. REGO

Respondent

DATED: Honolulu, Hawaii, May 6, 2016.



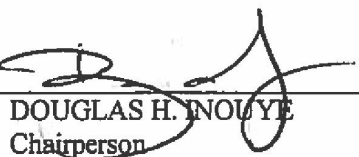
DARIA A. LOY-GOTO


JOHN T. HASSLER

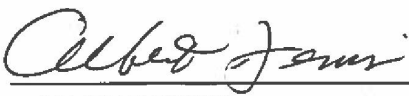
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE GUARD AGENCY LICENSE OF C R DISPATCH SERVICE,
INC., AND THE GUARD LICENSE OF WALTER J. REGO; SETTLEMENT AGREEMENT
PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL
ORDER; CASE NO(S). PDG 2015-80-L

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

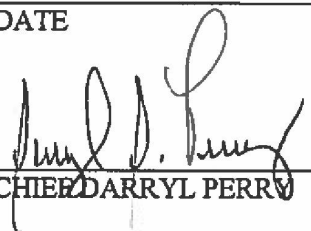

DOUGLAS H. INOUE
Chairperson


RAY GALAS
Vice Chairperson

CHIEF HARRY S. KUBOJIRI

ALBERT DENIS

PVL 07/15

June 29, 2016
DATE

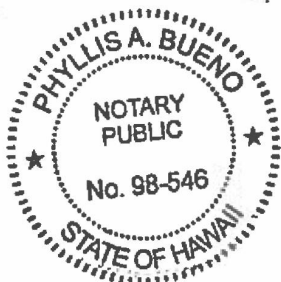

CHIEF DARRYL PERRY

KENNETH CHANG

STATE OF Hawaii)
City of Honolulu) SS.
COUNTY OF Honolulu)

On this 1st day of Feb, 2016, before me personally appeared
Walter J. Rego, 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 1-page Settlement agmt. prior to filing of petition for disciplinary
document dated undated, 2016 action + board's final order was acknowledged before me by
Walter J. Rego this 1st day of February, 2016, in the
City of Honolulu, in the County of Honolulu, in the State of
Hawaii.



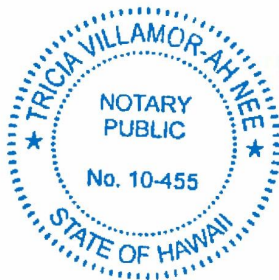
Phyllis A. Bueno
Name: Phyllis A. Bueno
Notary Public, State of Hawaii

My Commission expires: 10-25-18

STATE OF Hawaii)
COUNTY OF Honolulu) SS.
)

On this 3 day of May, 2016, before me personally appeared
Alison Misajon, to me known to be the person described, and who executed the
foregoing instrument on behalf of CR Dispatch Service Inc. as its
President, and acknowledged that he/she executed the same as
his/her free act and deed.

This 7 -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
Alison Misajon this 3 day of May, 2016, in the
City of Honolulu, in the County of Honolulu, in the State of
Hawaii.



Tricia Villamor-Ah Nee
Name:
Notary Public, State of Hawaii
My Commission expires: 12/30/2018