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JOHN T. HASSLER 5311
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

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DEPT. OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2016 JUL -1 P 12:55

HEARINGS OFFICE

Attorneys 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 License of) PDG 2016-1-L
)
JOHN W. PAPE,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
Respondent.) ACTION AND BOARD'S FINAL ORDER;
) EXHIBITS "1" AND "2"
)

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 JOHN W. PAPE (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 licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard under license number GD 725. The license was issued on or about January 18, 2002. The license will expire or forfeit on or about June 30, 2016.

2. At all relevant times herein, Respondent was the principal guard for Contemporary Services Corporation.

3. Respondent's mailing address for purposes of this action is 583 Kamoku Street, No. 2005, Honolulu, Hawaii 96826.

4. RICO received a request for investigation from the Board of Private Detectives and Guards based on disciplinary actions taken by the state of California and North Carolina.

4. RICO alleges Respondent was issued a citation by the California Bureau of Security and Investigative Services in Case No. LP 2011 11817 (hereinafter "the California citation") and failed to timely report the citation to the Hawaii Board. (A true and correct copy of the citation by the California Bureau of Security and Investigative Services in Case No. LP 2011 11817 is attached as Exhibit "1.")

5. RICO also alleges on or about February 20, 2014, Respondent entered into a Consent Agreement with the North Carolina Private Protective Services Board (hereinafter "the North Carolina Agreement") and failed to timely report the agreement to the Hawaii Board. (A true and correct copy of the Consent Agreement with the North Carolina Private Protective Services Board issued on or about February 20, 2014 is attached as Exhibit "2.")

6. Allegations regarding the guard agency will be addressed in a separate matter.

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(15) (failure to report disciplinary action within thirty days).

8. 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 licensed as a guard by the Board acknowledges that Respondent is 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. 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 license.

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 2016-1-L.

8. 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 a fine in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00). 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 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 license 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 license 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 license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent 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 Respondent violates any provision of the statutes or rules governing the conduct of guards 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.

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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.

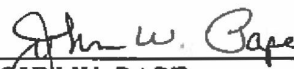
6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

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.

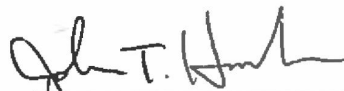
8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, March 25, 2016.
(CITY) (STATE)

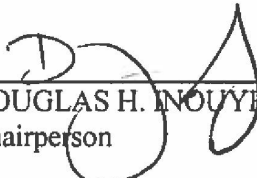

JOHN W. PAPE
Respondent

DATED: Honolulu, Hawaii, March 28, 2016.


DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE GUARD LICENSE OF JOHN W. PAPE; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND
BOARD'S FINAL ORDER; EXHIBITS "1" AND "2"; CASE NO(S). PDG 2016-1-L


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



DOUGLAS H. INOUE
Chairperson

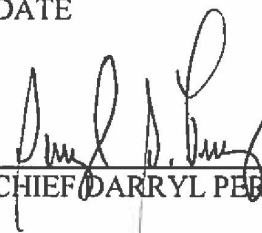


RAY GALAS
Vice Chairperson

CHIEF HARRY S. KUBOJIRI


ALBERT DENIS

June 29, 2016

DATE


CHIEF DARRYL PERRY


KENNETH CHANG

PVL 02/16


STATE OF Hawaii)
) SS.
COUNTY OF Honolulu)

On this 25 day of March, 20 16, before me personally appeared
John W Pape, 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 5 -page Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Board's Final Order
document dated 25 March, 20 16 was acknowledged before me by
John W Pape this 25 day of March, 20 16, in the
City of Honolulu, in the County of Honolulu, in the State of
Hawaii.


Matthew Shishido
Name:
Notary Public, State of Hawaii

My Commission expires: 10/11/2019


NOTARY PUBLIC CERTIFICATION
Matthew Shishido First Judicial Circuit
Doc. Description: Settlement Agreement Prior to Filing
of Petition for Disciplinary Action and Board's
Final Order
No. of Pages: 5 Date of Doc. 03/25/16
Matthew Shishido 03/25/16
Notary Signature Date

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE



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SAN DIEGO, CA 92186-5266

Public: (619) 645-2001
Telephone: (619) 645-2039
Facsimile: (619) 645-2061
E-Mail: William.Buess@doj.ca.gov

August 14, 2014

James H. Service, Esq.
Vice President and General Counsel
Contemporary Services Corporation
17101 Superior Street
Northridge, CA 91325

Re: SETTLEMENT OF CITATION LP 2011 011817
In the Matter of the Citation Against: DAMON R. ZUMWALT DBA
CONTEMPORARY SERVICES CORPORATION and PAUL MCDERMOTT DBA
CONTEMPORARY SERVICES CORPORATION ("RESPONDENTS")
OAH No. 2013080512
Bureau of Security and Investigative Services Case No. LP 2011 11817

Dear Mr. Service:

This letter will serve to confirm the agreement to settle the above-referenced citation. The conditions of the agreement upon which the Bureau of Security and Investigative Services ("Bureau") will settle are detailed below.

Respondents agree to:

1. Withdraw the appeal of Citation No. LP 2011 11817;
2. Not post any person, employee, contractor, agent, or any other as a security guard, or in any capacity requiring registration who is not registered; and,
3. Pay the civil penalty imposed as set forth below.
4. Not appeal the modified citation.

Respondents further agree to:

5. Provide the Bureau, within forty-five (45) days after signing this Settlement of Citation, a copy of the Contemporary Services Corporation process and procedures indicating that the company will comply with all Bureau laws and regulations, including provisions prohibiting the posting of non-registered personnel referred to in provision 2 herein above. Respondents shall provide the process/procedures to: Bureau of Security and Investigative Services Enforcement Manager 2420 Del Paso Road, Suite 270 Sacramento, CA 95834.

EXHIBIT "1"

The Bureau agrees to remove the matter from the calendar of the Office of Administrative Hearings and modify the citation as follows:

Item # 1. Section Violation : Business and Professions Code section 7583.2(e)

 Description : Failing to certify proof of current and valid registration for each employee who is subject to registration, in that Jose S. Cervantes was on duty while employed by Contemporary Services Corporation at the San Diego Comic-Con event in 2011, without a valid security guard registration.

 Order of Correction : None.

 Civil Penalty : Reduced to \$3,000.00 from \$5,000.00.

 Total Civil Penalty : **\$3,000.00**

Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement of Citation, including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

This Settlement of Citation is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Settlement of Citation may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

Your signature at the bottom of this letter indicates your full and complete agreement with the terms of the settlement. Please sign it and return it to this office no later than August 15, 2014. The Bureau will issue a modified citation with instructions for compliance and specifying the due date for payment.

Failure to comply with this agreement once entered into will subject your current license and possibly any future license to further and substantial discipline. Furthermore, failure to submit any payment per schedule in accordance with the modified citation will result in the matter being REMANDED BACK TO THE ORIGINAL ASSESSED CIVIL PENALTY, LESS ANY MONIES PAID.

James Service, Esq.
August 14, 2014
Page 3

Thank you for your cooperation in this matter.

Sincerely,

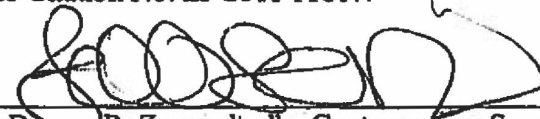
WILLIAM A. BUESS
Deputy Attorney General

For KAMALA D. HARRIS
Attorney General

WAB:

AGREEMENT

Damon R. Zumwalt and Paul McDermott agree with all of the terms of the above settlement and hereby withdraw the appeal to Citation No. LP 2011 11817.



Damon R. Zumwalt, dba Contemporary Services Corporation, and Paul McDermott, dba Contemporary Services Corporation, by James H. Service, Esq., Vice President and General Counsel, authorized agent.

MEMORANDUM OF CONSENT AGREEMENT

THIS AGREEMENT, made by and between the North Carolina Private Protective Services Board, (hereinafter "Board"), and Robert Gary Brockway, (hereinafter "Mr. Brockway"), Licensee of Contemporary Services Corporation (hereinafter "Contemporary Services");

WITNESSETH

WHEREAS, the private protective services industry is regulated by Chapter 74C of the General Statutes of North Carolina and the rules promulgated thereunder; and

WHEREAS, G.S. 74C-2 requires any person, firm, association, or corporation engaging in or holding itself out as engaging in the private protective services business in the State of North Carolina to first be licensed in accordance with the Private Protective Services Act (hereinafter "the Act"); and

WHEREAS, pursuant to G.S. 74C-17, the Board is empowered to initiate enforcement action for compliance with Chapter 74C and the rules promulgated thereunder; and

WHEREAS, pursuant to G.S. 74C-12 the Board may suspend or revoke a private protective services business license if there has been a violation of the Act or the rules promulgated thereunder; and

WHEREAS, the Board is specifically authorized to institute civil and/or criminal action against any person, firm, association or corporation or their agents and employees for any violation of Chapter 74C; and

WHEREAS, pursuant to G.S. 74C-9, the operator or manager of any branch office shall be properly licensed or registered. The branch office license shall be posted at all times in a conspicuous place in the branch office; and

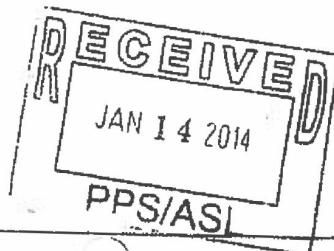
WHEREAS, pursuant to 12 NCAC 07D .0202, an individual registering a branch office is required to submit a fifty dollar (\$50.00) non-refundable registration fee; and

WHEREAS, Contemporary Services did open and operate a branch office without being properly registered during the period of January 1, 2012 - September 26, 2013.

NOW THEREFORE, in consideration of the above recitals, it is AGREED as follows:

1 Contemporary Services and Mr. Brockway hereby promise and agree to pay the back registration fees in the amount of \$100.00 for two branch office licensing periods.

EXHIBIT "2"



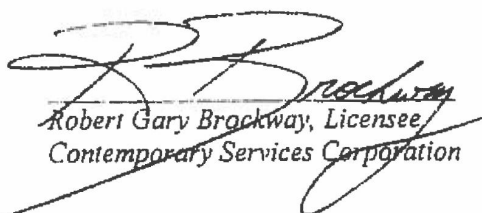
2 Contemporary Services and Mr. Brockway hereby promise and agree to pay the Board interest at the legal rate of 8% per annum as set forth in G.S. 24-1, calculated on the total amount of the back branch office fees, said interest to be in the amount of \$8.00.

3 Contemporary Services and Mr. Brockway hereby promise and agree to pay to the Board a fee for reimbursement of administrative and investigative costs accrued in this matter in the amount of \$300.00.

4 Contemporary Services and Mr. Brockway hereby promise and agree to pay the Board the total amount of \$408.00 within thirty (30) days of the full execution of this document.

5 In exchange for Contemporary Services and Mr. Brockway's agreements stated above, the Board agrees to accept this agreement in satisfaction of the violations outlined herein. Contemporary Services and Mr. Brockway do acknowledge and agree that this agreement will be maintained in their licensing files and recognize that the Board in no way waives the right to use these violations in any further administrative proceeding.

NOW, THEREFORE, in consideration of the benefits accruing to the Board, Robert Gary Brockway and Contemporary Services Corporation, same, do hereby set down their signatures


Robert Gary Brockway, Licensee
Contemporary Services Corporation

12/9/13
DATE


Richard Allen, Chairman
N.C. Private Protective Services Board

2-20-14
DATE

