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Department of Commerce and Consumer Affairs
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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII
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& CONSUMER AFFAIRS
HAWAII

Attorneys for Department of Commerce
and Consumer Affairs

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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

eFiled 2021 Feb 10 p 03:30

HEARINGS OFFICE

In the Matter of the Guard's)	PDG 2016-29-L
Registration of)	
)	SETTLEMENT AGREEMENT PRIOR TO
GUY U. MOSES,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
Respondent.)	
)	
)	

241042211 (PDG 2016-29-L)

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 GUY U. MOSES (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 under registration number GDE 7989. The registration was issued on or about October 17, 2013. The registration will expire or forfeit on or about June 30, 2021.
2. At all relevant times herein, Respondent was registered as a guard in the State of Hawaii.
3. Respondent's address for purposes of this action is P.O. Box 228, Hilo, Hawaii 96721.

4. On or about December 2, 2014, in the District Court of the Third Circuit, Respondent was convicted of Driving Without a Valid Driver License in case number 3DTC-14-003352.

5. On or about June 17, 2015, in the District Court of the Third Circuit, Respondent was convicted of Driving Under the Influence in case number 3DTA-15-00322.

6. On or about May 12, 2016, Respondent submitted a renewal application to the Board wherein he answered "No" to question number 3 "in the past 2 years have you been convicted of a crime in which the conviction has not been annulled or expunged?"

7. 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 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 that he violated Hawaii Revised Statutes ("HRS") § 436B-19(2) (untruthful or improbable statement) and Hawaii Administrative Rules ("HAR") § 16-97-46(10) (misrepresentation of any material fact in submission of employee registration information to the board).

6. Respondent represents that he has complied with all terms of the convictions described above.

7. Respondent understands that any false or untrue statement or any misrepresentation or omission of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under HRS chapters 436B and 463.

8. Respondent further understands that RICO enters into this Settlement Agreement and agrees to the specific terms contained in this Settlement Agreement, based upon Respondent's representations made herein.

9. Respondent represents that he did not intentionally misrepresent on his application and apologizes.

10. 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.

11. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2016-29-L.

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

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender. Respondent agrees to the voluntary surrender of his license. The surrender shall become effective November 15, 2020. Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

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 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 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.

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. Each signatory to this Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Agreement in the capacity shown below.

DATED: _____, Hawaii, _____.
(City) / (Date)

 10/30/2020

GUY U. MOSES
Respondent

DATED: Honolulu, Hawaii, **NOV - 5 2020**



DAWNIE ICHIMURA
Attorney for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE GUARD'S REGISTRATION OF GUY U. MOSES;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. PDG 2016-29-L.

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

Albert Denis

2-05-2021

ALBERT DENIS
Chairperson

DATE

Paul F. Ferreira

CHIEF PAUL FERREIRA
Vice Chairperson

CHIEF TIVOLI FAAUMU

Scott K. Collins

SCOTT COLLINS, ESQ.

Douglas Inouye

DOUGLAS H. INOUE

Edward G. Chu, Jr.

EDWARD G. CHU, JR.

Public Roster 09/18/20