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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
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DEPT OF COMMERCE
& 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 Agency License) PDG 2016-52-L
of)
)
AMERICAN GUARD SERVICES, INC.,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
and the Guard License of)
)
THOMAS R. SZYMANSKI,)
)
)
Respondents.)
)

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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 AMERICAN GUARD SERVICES, INC.
(hereinafter "Respondent American") and Respondent THOMAS R. SZYMANSKI (hereinafter
"Respondent Szymanski") (hereinafter jointly referred to as "Respondents"), enter into this
Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent American was licensed by the Board of

Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 869. The license was issued on or about July 20, 2006. The license will expire or forfeit on or about June 30, 2018.

2. Respondent Szymanski is licensed by the Board as a guard under license number GD 1039 which was issued on or about March 10, 2014 and will expire or forfeit on or about June 30, 2018.

3. Respondent Szymanski is designated as the principal guard for Respondent American. Respondent Szymanski, however, was not acting in the capacity as the principal guard during the time period when the alleged violations occurred.

4. Shun Almon, who is licensed by the Board as a guard under license number GD 1057 issued on or about April 21, 2015 and set to expire or forfeit on or about June 30, 2018, was acting as the principal guard for Respondent American during all relevant times herein.

5. Shun Almon is no longer designated as the principal guard for Respondent American, and RICO may institute a separate legal proceeding against Mr. Almon if it is determined that a violation has been committed.

6. Respondents' mailing address for purposes of this action is 1299 E. Artesia Boulevard, Suite 200, Carson, California 90746

7. RICO received complaints alleging that Respondent American employed individuals who were not properly registered with the Board while working as security guards at Hanauma Bay State Park on Oahu and at Kahului Harbor on Maui.

8. RICO will be pursuing separate actions against those individuals in another proceeding.

9. 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”) § 463-8(b)(4) (failure of the guard agency through the principal guard to ensure that the guard employees are registered with the Board upon employment with the agency).

10. 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 their 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 as a guard agency and principal guard respectively 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 Case No. PDG 2016-52-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 jointly and severally pay a fine in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00). 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: Marc T. Nakamura, 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 their respective licenses 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 that Respondents cannot apply for a new license 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 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 Respondents violate any provision of the statutes or rules governing the conduct of guard agencies and principal 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, 9/15/2017.
(City) (State) (Date)

AMERICAN GUARD SERVICES, INC.

Respondent KEITH ALAN DOVE

By: [Signature]
Its DR. RISK MANAGEMENT

DATED: Honolulu, Hawaii, 09/15/2017.
(Date)

[Signature]

THOMAS R. SZYMANSKI
Respondent

DATED: Honolulu, Hawaii, SEP 15 2017.

[Signature]

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

STATE OF Hawaii)
CITY &) SS.
COUNTY OF Honolulu)

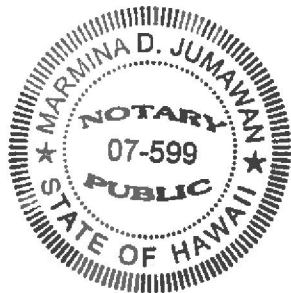
On this 15th day of September, 2017, before me personally appeared
Keith Alan Dove, to me known to be the person described, and who executed the
foregoing instrument on behalf of AMERICAN GUARD SERVICES, INC. as its
DIRECTOR RISK
MANAGEMENT, and acknowledged that he/she executed the same as
his/her free act and deed.

This 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

September 15, 2017 was acknowledged before me by
[Date Document Signed by Respondent]

Keith Alan Dove this 15th day of September, 2017, in the
[Name of Person Signing Document]

City of Honolulu, in the County of Honolulu, in the State of
Hawaii.



Marmina D. Jumawan
Name: MARMINA D. JUMAWAN
Notary Public, State of HAWAII

My Commission expires: Nov. 25, 2019

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

On this 15th day of September, 2017, before me personally appeared THOMAS R. SZYMANSKI, 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 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

September 15, 2017 was acknowledged before me by
[Date Document Signed by Respondent]

THOMAS R. SZYMANSKI this 15th day of September, 2017, in the City and County of Honolulu, in the State of Hawaii.



Marmina D. Jumanawan
Name: MARMINA D. JUMANAWAN
Notary Public, State of Hawaii

My Commission expires: Nov. 25, 2019

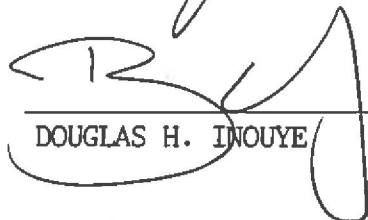
IN THE MATTER OF THE GUARD AGENCY LICENSE OF AMERICAN GUARD
SERVICES, INC. AND THE GUARD LICENSE OF THOMAS R. SZYMANSKI;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. PDG 2016-52-L


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

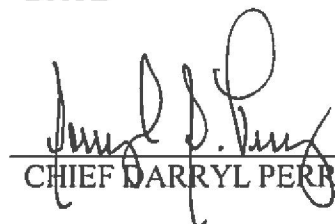

RAY GALAS
Chairperson


ALBERT DENIS
Vice Chairperson


CHIEF TIVOLI FAAUMU


DOUGLAS H. INOUE


DATE


CHIEF DARRYL PERRY


KENNETH CHANG

PVL 02/17