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Department of Commerce and Consumer Affairs  
State of Hawaii  
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DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

2018 MAY 15 P 12:47

HEARINGS OFFICE

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2018 MAR 20 P 1:59

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 Employee	)	PDG 2016-56-L
Registration of	)	
	)	SETTLEMENT AGREEMENT PRIOR TO
GAY M. GATCHALIAN,	)	FILING OF PETITION FOR DISCIPLINARY
	)	ACTION AND BOARD'S FINAL ORDER
Respondent.	)	
	)	
	)	

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, and Respondent GAY M. GATCHALIAN (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. Respondent was registered with the Board of Private Detectives and Guards (hereinafter the "Board") as a guard employee under registration number GDE 3985 beginning on or about July 1, 2013. The registration will expire or forfeit on or about June 30, 2018.

2. Respondent's mailing address for purposes of this Settlement Agreement is 94-075 Awamoku Street, Waipahu, Hawaii 96797.

3. On or about November 30, 2016, Respondent was convicted of one count of theft in the second degree, a violation of Hawaii Revised Statutes ("HRS") § 708-831(1)(a), a class C felony.

4. Respondent admitted as part of her guilty plea, that on or about September 16, 2013, in the City and County of Honolulu, she knowingly obtained control of property from the person of another without that person's permission.

5. Respondent admits that her conviction was based on actions she took while working as a security guard at the Honolulu International Airport.

6. The foregoing facts constitute a violation of Hawaii Administrative Rules ("HAR") § 16-97-46(5) (conviction of a crime which reflects unfavorably on the fitness of the licensee to engage in the profession).

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 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 her conviction for theft violates HAR § 16-97-46(5).

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 2016-56-L.

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

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C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of Registration and Agreement Not to Seek Reregistration or Licensure. Respondent agrees to the Voluntary Surrender of her guard employee registration, number GDE 3985. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of her registration to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondent agrees not to seek renewal or restoration of her Hawaii guard employee registration and expressly agrees not to seek registration as a guard employee or licensure as a guard or guard agency in the State of Hawaii in the future.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely surrender indicia of her registration as described above or comply with any other term or condition of this Settlement Agreement, Respondent agrees that she may be subject to additional disciplinary action.

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 a guard employee 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.

DATED: Honolulu, Hawaii, March 7, 2018.  
(Date)

  
\_\_\_\_\_  
GAY M. GATCHALIAN  
Respondent

DATED: Honolulu, Hawaii, MAR 20 2018.

  
\_\_\_\_\_  
JOHN T. HASSLER  
Attorney for Department of  
Commerce and Consumer Affairs

IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF GAY M.  
GATCHALIAN; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;  
RICO CASE NO. PDG 2016-56-L

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

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

\_\_\_\_\_  
5/10/18  
DATE

\_\_\_\_\_  
*Albert Denis*  
ALBERT DENIS  
Vice Chairperson

\_\_\_\_\_  
CHIEF DARRYL PERRY

\_\_\_\_\_  
*Giveli S. Yaaumu*  
CHIEF TIVOLI YAAUMU

\_\_\_\_\_  
*Kenneth Chang*  
KENNETH CHANG

\_\_\_\_\_  
*Douglas H. Inouye*  
DOUGLAS H. INOUE

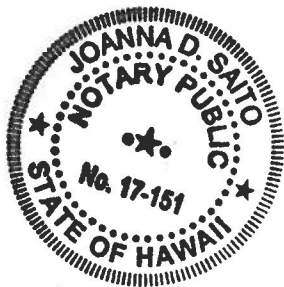
PVL 07/17


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

On this 7th day of March, 2018, before me personally appeared  
GAY M. GATCHALIAN, 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 6-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated  
March 7, 2018, 2018 was acknowledged before me by  
[Date Document Signed by Respondent]

GAY M. GATCHALIAN this 7th day of March, 2018, in the City  
and County of Honolulu, in the State of Hawaii.



  
Name: Joanna D. Saito  
Notary Public, State of Hawaii

My Commission expires: 6/11/21