

DAWNIE ICHIMURA
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: 808-586-2660

6990 DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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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 2016-60-L
of)	
)	FIRST AMENDED SETTLEMENT
UNITED COURIER SERVICES, INC.,)	AGREEMENT PRIOR TO FILING OF
doing business as UNITED ARMORED)	PETITION FOR DISCIPLINARY
CAR SERVICES,)	ACTION AND BOARD'S FINAL ORDER
)	
and)	
)	
Principal Guard License of)	
)	
KENNETH C.K. LAM,)	
)	
Respondents.)	
)	

FIRST AMENDED 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 Respondents UNITED COURIER SERVICES, INC., doing
business as UNITED ARMORED CAR SERVICES (hereinafter "Respondent UCSI") and
KENNETH C.K. LAM (hereinafter "Respondent LAM") (hereinafter collectively referred to as
"Respondents"), enter into this FIRST AMENDED SETTLEMENT AGREEMENT on the terms
and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent UCSI was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 618. The license was issued on or about July 1, 1998. The license is set to expire or forfeit on or about June 30, 2018.

2. At all relevant times herein, Respondent LAM was licensed by the Board as the principal guard for Respondent UCSI under license number GD 619. The license was issued on or about July 1, 1998. The license is set to expire or forfeit on or about June 30, 2018.

3. Respondents' mailing address for purposes of this action is c/o Thomas J. Wong, Esq., 220 S. King Street, Suite 1600, Honolulu, Hawaii 96813.

4. RICO received information that Respondent UCSI was employing unlicensed guards to conduct guard services.

5. RICO alleges that Respondents employed a guard whose license expired and was subsequently forfeited. That guard's license is currently active and in good standing.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rules as to Respondent UCSI: Hawaii Revised Statutes ("HRS") § 436B-19(16) (employing unlicensed persons), HRS § 436B-19(17) (violating applicable licensing laws), and HRS § 463-8 (principal guards and guard agencies; qualification for license) and HRS § 463-10.5 (registration, instruction, training, testing, continued education required, and renewal of registration pertaining to guards).

7. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rules as to Respondent Lam: Hawaii Administrative Rules ("HAR") § 16-97-7(b)(4) (principal for agency license shall be responsible for the acts of employees while employees are acting within the scope of the agency's business) and HAR § 16-97-7(b)(9) (principal responsible for the direct management and control of the guard agency and the agency's employees when guard services are being provided), HRS § 463-8 (principal guards and guard agencies; qualification for license) and HRS § 463-10.5 (registration, instruction, training, testing, and continued education required, and renewal of registration pertaining to guards).

8. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are represented by Thomas J. Wong, Esq.

2. Respondents enter into this First Amended 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 First Amended Settlement Agreement.

4. Respondent USCI, being at all times relevant herein licensed by the Board as a guard agency, acknowledges that it 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 Lam, being at all times relevant herein licensed by the Board as a principal guard, 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.

6. 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.

7. Respondents enter into this First Amended Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

8. Respondents agree that this First Amended Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PDG 2016-60-L.

9. Respondents understand this First Amended Settlement Agreement is public record pursuant to Hawaii Revised Statutes Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondents agree to pay a fine, jointly and severally, in the amount of TWO THOUSAND AND NO/100 U.S. DOLLARS (\$2,000.00). 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.: DAWNIE ICHIMURA, Esq., 235 S. Beretania Street, 9th Floor, and Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this First Amended Settlement Agreement is returned to RICO.

2. Failure to Comply with First Amended Settlement Agreement. If Respondents fail to fully and timely comply with the terms of this First Amended 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 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, Respondents understand 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 or principal guards in the State of Hawaii, or if Respondents fail to abide by the terms of this First Amended 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 First Amended 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 First Amended 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 First Amended Settlement Agreement.

6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this First Amended 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 First Amended 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 First Amended 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 First Amended Settlement Agreement or concerning any other matter.

8. Complete Agreement. This First Amended 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 First Amended Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii,

UNITED COURIER SERVICES, INC.
DOING BUSINESS AS UNITED ARMORED
CAR SERVICES
Respondent

By: KENNETH C.K. LAM
Its: Principal

DATED: Honolulu, Hawaii,

KENNETH C.K. LAM
Respondent

DATED: Honolulu, Hawaii,

JUN - 8 2017

DAWNIE ICHIMURA
Attorney for Department of
Commerce and Consumer Affairs


APPROVED AS TO FORM:

THOMAS J. WONG
Attorney for Respondents

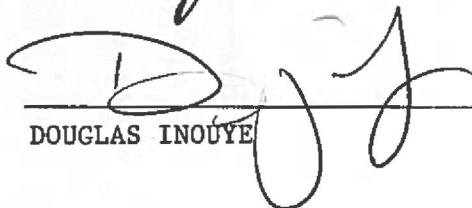
IN THE MATTER OF THE GUARD AGENCY LICENSE OF UNITED COURIER
SERVICES, INC., DOING BUSINESS AS UNITED ARMORED CAR SERVICES AND
PRINCIPAL GUARD LICENSE OF KENNETH C.K. LAM; FIRST AMENDED
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2016-60-L.

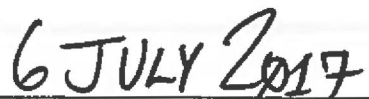
APPROVED AND SO ORDERED:
BOARD OF PRIVATE DETECTIVES AND GUARDS
STATE OF HAWAII

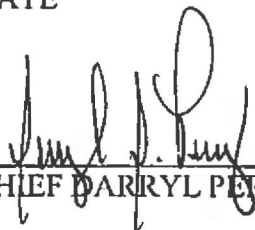

RAY GALAS
Chairperson


ALBERT DENIS
Vice Chairperson


CHIEF TIVOLI FAAUMU


DOUGLAS INOUE


DATE


CHIEF DARRYL PERRY

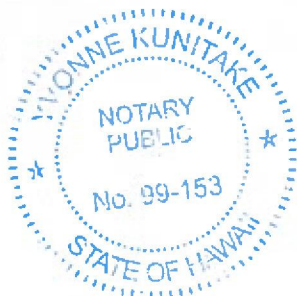

KENNETH CHIANG

PVL 02/17

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

On this _____ day of MAY 31 2017, 20____, before me personally appeared KENNETH C.K. LAM, to me known to be the person described, and who executed the foregoing instrument on behalf of UNITED COURIER SERVICES, INC. DOING BUSINESS AS UNITED ARMORED CAR SERVICES as its Principal, and acknowledged that he executed the same as his free act and deed.

This 8-page FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated MAY 31 2017, 20____ was acknowledged before me by KENNETH C.K. LAM this _____ day of MAY 31 2017, 20____, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.



Yvonne Kunitake
Name: _____
Notary Public, State of Hawaii
My Commission expires: 04/11/2019

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

On this _____ day of MAY 31 2017, 20____, before me personally appeared KENNETH C.K. LAM, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

This 8-page FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated _____, 20____ was acknowledged before me by KENNETH C.K. LAM this _____ day of MAY 31 2017, 20____, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.



Yvonne Kunitake
Name: Yvonne Kunitake
Notary Public, State of Hawaii
My Commission expires: 04/11/2019