

DAWNIE ICHIMURA 6990  
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: 808-586-2660

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 Employee	)	PDG 2016-70-L
License of	)	
	)	FIRST AMENDED SETTLEMENT
TREVOR K. PULGADOS,	)	AGREEMENT PRIOR TO FILING OF
	)	PETITION FOR DISCIPLINARY ACTION
Respondent.	)	AND BOARD'S FINAL ORDER
	)	
	)	

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 Respondent TREVOR K. PULGADOS (hereinafter "Respondent"), enter into this First Amended Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. Respondent was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard employee under license number GDE 8374. The license was issued on or about November 12, 2013. The license expired on or about June 30, 2014 and was forfeited on or about June 30, 2015. Respondent reapplied for his license on or about November 2, 2016. The license is set to expire or forfeit on or about June 30, 2018.

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

3. RICO alleges that Respondent engaged in guard activity without a valid license from June 30, 2014 to November 1, 2016.

4. The foregoing allegation, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rules: Hawaii Revised Statutes ("HRS") § 463-10.5 (registration, instruction, training, testing, continuing education, and renewal of registration pertaining to guards).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is represented by a Thomas J. Wong, Esq.

2. Respondent enters into this First Amended 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 First Amended Settlement Agreement.

4. Respondent, being at all times relevant herein licensed by the Board, except for the period from June 30, 2014 to November 1, 2016, 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 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.

7. Respondent agrees that this First Amended Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2016-70-L.

8. Respondent understands this First Amended 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 FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$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.: Dawnie Ichimura, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, 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 the First Amended Settlement Agreement.** If Respondent fails to fully and timely comply with the terms of this First Amended 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 First Amended 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 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 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 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 Respondent to induce entry into this First Amended 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 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: Hilo, Hawaii, June 2, 2017.  
(city) (DATE)

Trevor Pulgados  
TREVOR K. PULGADOS  
Respondent

DATED: Honolulu, Hawaii, JUN - 8 2017.

Dawn Ichimura  
DAWNIE ICHIMURA  
Attorney for Department of  
Commerce and Consumer Affairs

APPROVED AS TO FORM:

Thomas J. Wong  
THOMAS J. WONG  
Attorney for Respondent

IN THE MATTER OF THE GUARD EMPLOYEE LICENSE OF TREVOR K. PULGADOS;  
FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2016-70-L.

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

  
RAY GALAS  
Chairperson

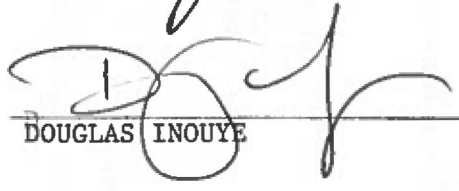
6 JULY 2017  
DATE

  
ALBERT DENIS  
Vice Chairperson

  
CHIEF DARRYL PERRY

  
CHIEF TIVOLI FAAUMU

  
KENNETH CHANG

  
DOUGLAS INOUE

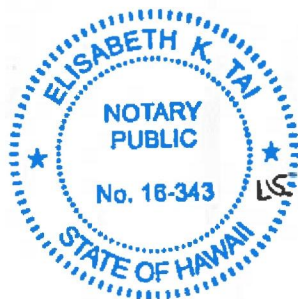
PVL 02/17



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

On this 2nd day of June, 20 17, before me personally appeared  
TREVOR K. PULGADOS, 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 6-page FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF  
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated  
June 2nd, 20 17 was acknowledged before me by TREVOR K. PULGADOS this  
2nd day of June, 20 17, in the City of Hilo, in the  
County of Hawaii, in the State of Hawaii.



Elisabeth K. Tai  
Name: Elisabeth K. Tai  
Notary Public, State of Hawaii

My Commission expires: October 16, 2020