

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

RECEIVED
DEPT. OF COMMERCE PROF & VOCATIONAL
AND CONSUMER AFFAIRS LICENSING DIVISION
2019 SEP 20 A 10:20
2019 AUG -2 A 9:50
DEPT OF COMMERCE
HEARINGS OFFICE & 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)	PDG 2016-91-L
License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
JAN-GUARD HAWAII, INC.)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
and)	
)	
Guard license of)	
)	
FRANK F. COMMENDADOR, JR.,)	
)	
Respondents.)	
)	
)	

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 JAN-GUARD HAWAII, INC. (hereinafter "Respondent
Jan-Guard") and FRANK F. COMMENDADOR, JR. (hereinafter "Respondent FC") (hereinafter
collectively 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 Jan-Guard was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 756. The license was issued on or about May 13, 2003. The license will expire or forfeit on or about June 30, 2020.

2. At all relevant times herein, Respondent FC was licensed by the Board as the principal guard for Respondent Jan-Guard under license number GD 669. The license was issued on or about December 8, 1999. The license will expire or forfeit on or about June 30, 2020.

3. Respondents' mailing address for purposes of this action is P.O. Box 235377, Honolulu, Hawaii 96813.

4. From June of 2016 to November of 2016, Respondents employed four unlicensed guards to conduct guard activity.

5. RICO intends to resolve any claims against the unlicensed individuals in separate agreements and/or proceedings.

6. The foregoing allegations against Respondents, if proven at an administrative hearing before the Board, would constitute violations of Hawaii Revised Statutes ("HRS") § 436B-19(6) (aiding and abetting unlicensed persons) and HRS § 436B-19(16) (employing unlicensed persons).

7. The foregoing allegations against Respondent FC, if proven at an administrative hearing before the Board, would also constitute a violation of HRS § 463-8(b) (principal guard responsible for management and control of employees) and Hawaii Administrative Rules ("HAR") § 16-97-7(b)(1) (principal guard responsible for securing full compliance with the laws governing guards).

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

B. REPRESENTATIONS BY RESPONDENTS:

1. Respondents are fully aware that they 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 their 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' respective licenses.

6. Respondents assert that the violations occurred when they inadvertently failed to renew the licenses of the guards whose licenses expired on June 30, 2016 but were subsequently renewed on or about November 25, 2016.

7. 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.

8. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2016-91-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents agree, jointly and severally, to pay an administrative fine in the amount of ONE THOUSAND AND NO/100 U.S. DOLLARS (\$1,000.00). Payment shall be made by **cashier's check or money order made payable to "DCCA Compliance Resolution Fund"** and shall be mailed to the Regulated Industries Complaints Office, ATTN.: Dawnie Ichimura, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813 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 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 and guard 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, HI, July 29 2019.
(CITY) (STATE) (DATE)

JAN-GUARD HAWAII, INC.

By: Frank Commendador
Its President
Respondent

DATED: Hon., HI, July 29 2019.
(CITY) (STATE) (DATE)

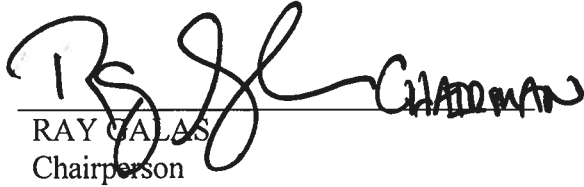
Frank F. Commendador Jr
FRANK F. COMMENDADOR, JR.
Respondent

DATED: Honolulu, Hawaii, July 29 2019.
AUG - 2 2019

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

IN THE MATTER OF THE GUARD AGENCY LICENSE OF JAN-GUARD HAWAII, INC.
AND THE GUARD LICENSE OF FRANK F. COMMENDADOR, JR.; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND
BOARD'S FINAL ORDER; CASE NO. PDG 2016-91-L.

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


RAY GALAS
Chairperson

11 Sept 2019
DATE


ALBERT DENIS
Vice Chairperson

KENNETH CHANG


CHIEF TIVOLI FAAUMU


CHIEF PAUL FERREIRA


DOUGLAS H. INOUE

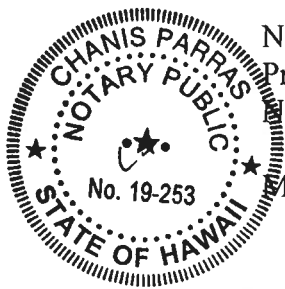
Per website on 07/08/19

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

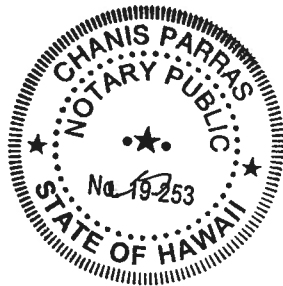
On this _____ day of _____, 2019, before me personally appeared FRANK F. COMMENDADOR, JR., to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

July 29th, 2019 was acknowledged before me by FRANK F. COMMENDADOR, JR., this 29th day of July, 2019, in the City of Hon., in the County of Hon., in the H. Circuit of, in the State of Hawaii.



Notary Signature: Chanis Parras
Print Notary Name: Chanis Parras
Notary Public, State of Hawaii
My Commission expires: 6-23-2023



NOTARY PUBLIC CERTIFICATION
Chanis Parras First Judicial Circuit
Doc. Description: Settlement agreement prior to filing of petition for disciplinary action and board's final order
No. of Pages: 9 Date of Doc. 7-29-19
Chanis Parras 7-29-19
Notary Signature Date

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

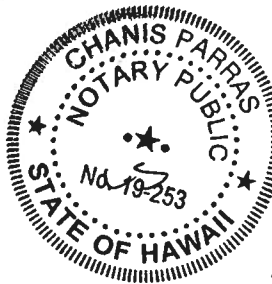
On this _____ day of _____, 2019, before me personally appeared _____, to me known to be the person described, and who executed the foregoing instrument on behalf of JAN-GUARD HAWAII, INC. as its _____, and acknowledged that he/she executed the same as his/her free act and deed.

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

July 29th, 2019 was acknowledged before me by Frank Commendador this 29 day of July, 2019, in the City of Hon., in the County of Hir., in the Hir. Circuit, in the State of Hawaii.



Notary Signature: Chanis Parras
Printed Notary Name: CHANIS PARRAS
Notary Public, State of Hawaii
My Commission expires: 6-23-2023



NOTARY PUBLIC CERTIFICATION
Chanis Parras
Doc. Description: Settlement Agreement Prior to Filing of Petition for disciplinary action and board's final order
No. of Pages: 9 Date of Doc. 7-29-19
Chanis Parras 7-29-19
Notary Signature Date