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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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Attorney for Department of Commerce
and Consumer Affairs

HEARINGS OFFICE

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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

BOARD OF PRIVATE DETECTIVES AND GUARDS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Guard Employee)	PDG 2017-40-L
License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
KEVIN P. LEHANO,)	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(s), and Respondent KEVIN P. LEHANO (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the BOARD OF PRIVATE DETECTIVES AND GUARDS (hereinafter the "Board") as a guard employee under License Number GDE-5669. The license was issued on or about July 1, 2013. The license expired on June 30, 2018 and forfeited on June 30, 2019.

2. Respondent's mailing address for purposes of this action is 451 Waiuanue Ave., Apt. 14, Hilo, Hawaii 96720.

3. RICO received a request for investigation alleging that Respondent had been indicted in the Family Court of the Third Circuit, State of Hawaii in that certain Indictment filed July 13, 2017 in State of Hawaii vs. Kevin P. Lehano, Family Ct. Crim. No. 3CPC-17-0000467

for the offense of Murder in the Second Degree, in violation of Sections 577-7(a), 663-1.6, 702-203(2), 702-221, 702-222, 702-223, and 707-701.5, Hawaii Revised Statutes ("HRS") in connection with the death by starvation of his minor daughter.

B. RICO ALLEGATIONS:

1. On or about April 27, 2021 Respondent entered a plea of no contest to the charge of manslaughter in violation of HRS § 707-702(1)(a) in State of Hawaii vs. Kevin Lehan, Crim. No. 3FFC-17-0000341 in the Circuit Court of the Third Circuit, State of Hawaii ("Third Circuit") as stated in the No Contest Plea filed therein on April 28, 2021.

2. On or about July 1, 2021 the Third Circuit entered its Judgment of Conviction and Probation Sentence ("Judgment") in State of Hawaii vs. Kevin Lehan, Crim. No. 3FFC-17-0000341 finding Respondent guilty of manslaughter and sentencing him to probation for a period of ten (10) years as of the date of the Judgment

3. 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") §§ 463-15 (Violation of any provision of Chapter 463 or any rule or regulation adopted by the Board), 436B-19(12) (Failure to comply, observe or adhere to any law in a manner such that the licensing authority deems the applicant or holder to be an unfit or improper person to hold a license), 436B-19(17) (Violating Chapter 436B, the applicable licensing laws, or any rule or order of the licensing authority), and Hawaii Administrative Rules ("HAR") §§ 16-97-46(5) (Conviction in any jurisdiction of a crime which reflects unfavorably on the fitness of the licensee to engage in the profession), and 16-97-46(17) (Engaging in any illegal or unlawful conduct which reflects unfavorably on the fitness of the licensee to engage in the profession).

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

C. 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 licensed as a guard employee by the Board 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 admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") §§ 463-15 (Violation of any provision of Chapter 463 or any rule or regulation adopted by the Board), 436B-19(12) (Failure to comply, observe or adhere to any law in a manner such that the licensing authority deems the applicant or holder to be an unfit or improper person to hold a license), 436B-19(17) (Violating Chapter 436B, the applicable licensing laws, or any rule or order of the licensing authority), and Hawaii Administrative Rules ("HAR") §§ 16-97-46(5) (Conviction in any jurisdiction of a crime which reflects unfavorably on the fitness of the licensee to engage in the profession), and 16-97-46(17) (Engaging in any illegal or unlawful conduct which reflects unfavorably on the fitness of the licensee to engage in the profession).

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 2017-40-L.

8. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

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

10. Respondent acknowledges that upon its approval, this Settlement Agreement constitutes disciplinary action.

D. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of Respondent's license. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondent agrees Respondent cannot apply for a new license until the expiration of at least five (5) years after the date of approval of this Settlement Agreement by the Board. 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.

2. Compliance with Terms of Sentence in State of Hawaii vs. Kevin Lehano, Crim. No. 3FFC-17-0000341. In addition to any other requirements the Board may impose, as a condition precedent to applying to the Board for a new license, Respondent shall provide documentary proof that Respondent has complied with all terms of the sentence imposed by the

Third Circuit in State of Hawaii vs. Kevin Lehano, Crim. No. 3FFC-17-0000341, as may be modified by any subsequent order or judgment issued from said court or appellate court.

3. Affirmative Duty to Report Changes in Sentencing and Disciplinary Actions. Respondent agrees to report any changes to the Board regarding Respondent's sentence in State of Hawaii vs. Kevin Lehano, Crim. No. 3FFC-17-0000341 imposed by the court or any other agency within ten (10) days of said change becoming effective. Respondent agrees to report any disciplinary actions in any other jurisdiction related to State of Hawaii vs. Kevin Lehano, Crim. No. 3FFC-17-0000341 to the Board within ten (10) days of the effective date of said disciplinary actions.

4. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) D.1 through D.3 above, Respondent, notwithstanding any statute or rule to the contrary, agrees not to seek reinstatement or restoration of his current Hawaii guard employee license and agrees not to reapply for a Hawaii guard employee license in the future.

5. 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 guard employees in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

6. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs D.7, D.8, D.9, D.10 and D.11 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

7. 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.

8. 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.

9. 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.

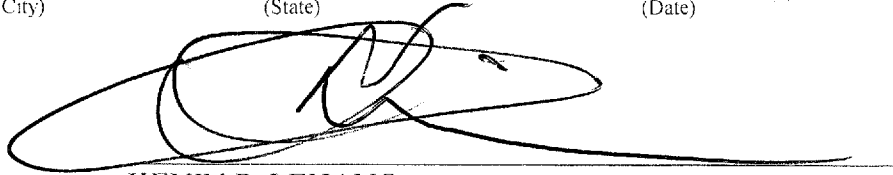
10. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

11. Counterparts. The parties hereto agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Settlement Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. Each signatory to this Settlement Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Hilo, Hawaii, 1/24/22
(City) (State) (Date)



KEVIN P. LEHANO
Respondent

Respondent's address for purposes of this
Settlement Agreement:

451 Wai'anuenue ave.
#14
HILO, HAWAII 96720

(Print or type address information; indicate if address
is residential or business/commercial.)

DATED: Honolulu, Hawaii, January 24, 2022



SETH J. CORPUZ-LAHNE
Attorney for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE GUARD EMPLOYEE LICENSE OF KEVIN P. LEHANO; SETTLEMENT AGREEMENT PRIOR
TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. PDG 2017-40-L

IN THE MATTER OF THE GUARD EMPLOYEE LICENSE OF KEVIN P. LEHANO;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. PDG 2017-40-L

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

Albert Denis

ALBERT DENIS
Chairperson

DH

DOUGLAS H. INOUE
Vice Chairperson

Scott K. Collins

SCOTT COLLINS, ESQ.

3/9/2022

DATE

Paul K Ferreira

CHIEF PAUL FERREIRA

Ed Chu

EDWARD G. CHU, JR.

Public Roster 10/5/21