

DARIA A. LOY-GOTO 6175
JOHN T. HASSLER 5311
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: 586-2660

Attorneys for Department of Commerce
and Consumer Affairs

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2017 APR -4 P 2:04

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII
HEARINGS OFFICE
2017 MAY -8 P 12:30
DEPT. 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 2017-7-L
of)
)
CONTEMPORARY SERVICES) SETTLEMENT AGREEMENT PRIOR TO
CORPORATION,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER;
) EXHIBIT "1"
Respondent.)
)

241042211

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 CONTEMPORARY SERVICES CORPORATION (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 agency under license number GDA 638. The license was issued on or about January 8, 1999. The license will expire or forfeit on or about June 30, 2018.

2. Respondent's mailing address for purposes of this action is c/o Edward S. Kim, Esq., Contemporary Services Corporation, 17101 Superior Street, Northridge, California 91325.

3. RICO received a request for investigation from the Board after Respondent reported disciplinary action taken by the Ohio Department of Public Safety.

4. Respondent provided a copy of a Settlement Agreement between Respondent and the Ohio Department of Public Safety in CASE NO. 2016-940 (hereinafter the "Ohio Agreement") (Exhibit "1"). The Ohio Agreement was based on allegations Respondent allowed 48 employees to provide unregistered security guard services and imposed a \$14,499.00 civil penalty.

5. 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") § 436B-19(13) (disciplinary action by another state).

6. 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 is represented in this matter by attorney Edward S. Kim, Esq.

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 agency 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 represents Exhibit "1" is a true and correct copy of the Ohio Agreement.

6. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this settlement agreement may be grounds for further disciplinary action under HRS chapters 436B and 463.

7. Respondent further understands that RICO enters into this Settlement Agreement, and agrees to the specific terms contained in this Settlement Agreement, based upon Respondent's representations made herein.

8. 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 guard agency license, and states all individuals in Respondent's employ in Hawaii are currently licensed as required by Hawaii law.

9. 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.

10. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PDG 2017-7-L.

11. Respondent understands this 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 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.: John T. Hassler, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. 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) 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 guard agencies 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: NEEDHAM, CALIFORNIA, 03/31/2017.
(CITY) (STATE) (DATE)

CONTEMPORARY SERVICES CORPORATION
Respondent

By: [Signature]
Its ASSOCIATE GENERAL COUNSEL

DATED: Honolulu, Hawaii, APR - 4 2017.

[Signature]
DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Department of Commerce and
Consumer Affairs

APPROVED AS TO FORM:

[Signature]
EDWARD S. KIM
Attorney for Respondent

IN THE MATTER OF THE GUARD AGENCY LICENSE OF CONTEMPORARY SERVICES
CORPORATION; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1";
CASE NO. PDG 2017-7-L.

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



RAY GALAS
Chairperson



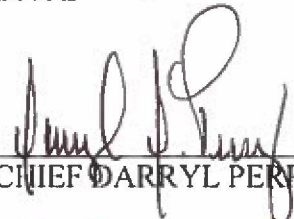
ALBERT DENIS
Vice Chairperson



CHIEF TIVOLI FAUMU

4 May 2017

DATE



CHIEF DARRYL PERRY



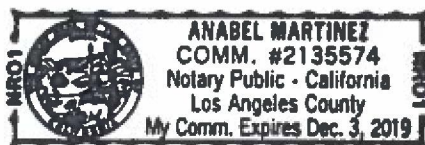
KENNETH CHANG

PVL 02/17

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On this 31st day of March, 2017, before me personally appeared Edward Kim, to me known to be the person described, and who executed the foregoing instrument on behalf of CONTEMPORARY SERVICES CORPORATION as its Associate General Counsel, 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 dated March 31, 2017 was acknowledged before me by Edward Kim this 31st day of March, 2017, in the City of Northridge, in the County of Los Angeles, in the State of California.



Anabel Martinez

Name:

Notary Public, State of California

My Commission expires: 12/3/19

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

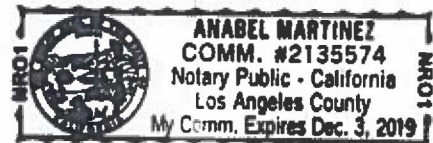
On March 31, 2017 before me, Anabel Martinez - Notary Public
(insert name and title of the officer)

personally appeared Edward Kim
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY, INVESTIGATIVE UNIT,
PRIVATE INVESTIGATOR SECURITY GUARD SERVICES**

IN THE MATTER OF:
CONTEMPORARY SERVICES
CORPORATION

:
:
: CASE NO. 2016-940
:

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Ohio Department of Public Safety (hereinafter the "Department") and Contemporary Services Corporation (hereinafter "Respondent"). Where applicable in this Settlement Agreement, the term "Parties" means both the Department and Respondent.

RECITALS

- A. Respondent holds a class C Security Guard Services Provider License, license #66200067229 ("License").
- B. On July 7, 2016, the Department notified Respondent by certified letter ("Notice") that the Department proposed to take action against Respondent's License for violations of Ohio Revised Code ("R.C.") Chapter 4749, and Ohio Administrative Code ("Ohio Adm.Code") Chapter 4501:7, as authorized by R.C. 4749.04. A copy of the Notice is attached to this Agreement as Exhibit A, and incorporated by reference.
- C. A signed service card corresponding to the Notice was returned to the Department confirming the Notice was served on Respondent. Respondent timely submitted a hearing request to the Department.

- D. On August 17, 2016, the Department sent a certified letter to the Respondent with a notice of hearing. The matter was initially set for hearing on August 23, 2016 but was continued upon the Department's own motion to October 6, 2016.
- E. The Parties agree that this matter can be resolved to the satisfaction of all Parties, and wish to enter into an agreement memorializing such resolution.
- F. In consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

STIPULATIONS AND VIOLATIONS

1. Respondent stipulates to the jurisdiction of the Department in this matter.
2. This Settlement Agreement is a compromise between the Parties for the complete and final settlement of the claims, differences, and causes of action set forth in the Notice, attached as Exhibit A.
3. For purposes of case no. 2016-940 only, Respondent stipulates the following violations:
 - a. Respondent allowed forty-eight (48) employees to provide unregistered security guard services, a violation of R.C. 4749.06 and 4749.13, and Ohio Adm.Code 4501:7-1-09, for a total of seven hundred and sixty-six (766) days of violation; and
 - b. Respondent submitted late registration applications for ninety-four (94) employees, a violation of R.C. 4749.06 and 4749.13, and Ohio Adm.Code 4501:7-1-09, for a total of eight hundred and forty-five (845) days of violation.

4. Respondent agrees that the Department may take this Settlement Agreement into account when considering future disciplinary action arising from any future violation of R.C. Chapter 4749 or Ohio Adm.Code Chapter 4501:7-1.

REMEDIES

5. Respondent shall cure the violations listed in paragraph 3 of this Settlement Agreement within sixty (60) days after the date of execution of this Settlement Agreement by the Director of the Ohio Department of Public Safety ("Director").
6. Respondent shall:
- a. Pay a Civil Penalty of fourteen thousand four hundred and ninety-nine dollars (\$14,499.00) no later than sixty (60) days after the date of execution of this Settlement Agreement by the Director.
 - b. Payment shall be made by certified check. The check should be made payable to "Ohio Treasurer of State" and shall be sent with a copy of this signed Settlement Agreement to:

Ohio Department of Public Safety
ATTN. Remittance Processing
Dept. No. 900
P.O. Box 182081
Columbus, Ohio 43223-1234
 - c. Within one hundred twenty (120) days of the execution of this Settlement Agreement by the Director, Respondent's qualifying agent shall complete an informational seminar ("Seminar") regarding R.C. Chapter 4749 and Ohio Adm.Code Chapter 4501:7-1 offered by the Department. The qualifying agent shall contact the Department at (614) 466-4130 to schedule the Seminar. Further, any additional persons designated by Respondent shall attend the Seminar.


7. If Respondent fails to pay the Civil Penalty set forth above or fails to attend the Seminar, the Department shall immediately issue a notice of default via first class mail to the qualifying agent listed in the records of the Department. Respondent may cure the default within fifteen (15) days from receipt of the notice of default by submitting the payment owed under this Settlement Agreement to the Department and, if not yet completed, attending the next scheduled Seminar. If Respondent fails to cure the default as set forth above, the entire amount still owed under this Settlement Agreement shall be immediately due and the Department shall, automatically and without further notice, suspend Respondent's License until Respondent's payments are in compliance with this Settlement Agreement and Respondent has attended the Seminar.
8. Respondent knowingly, intelligently, and voluntarily waives the right to appeal under R.C. 119.12.

MISCELLANEOUS

9. This Settlement Agreement constitutes the entire agreement and understanding between the Parties and it is also understood and agreed that no promises, conditions, or obligations, either express or implied, other than those set forth in this Settlement Agreement, shall be binding on the Parties. This Settlement Agreement supersedes any and all prior agreements, representations, and communications, whether written or oral, if any, between the Parties.
10. This Settlement Agreement is effective as of the latest date of signature below and is not binding upon the Department unless executed in full.
11. This Settlement Agreement may not be modified or altered in any respect unless signed in writing by all Parties.

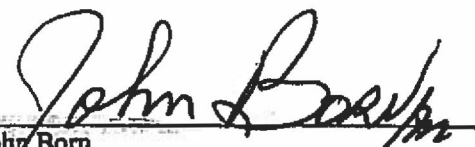
12. The Parties agree that the terms set forth in this Settlement Agreement are binding on the Parties, their agents, employees, assigns, and successors in interest.
13. This Settlement Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Respondent consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
14. Unless otherwise noted, the individuals signing this Settlement Agreement expressly represent and warrant that they are duly authorized and empowered to bind the Department and Respondent, respectively.
15. The Parties, by signing this Settlement Agreement, represent and warrant that they have full knowledge of all their rights, and they have signed this Settlement Agreement knowingly and voluntarily.
16. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties and their respective attorneys (if applicable) have executed their complete signatures as set forth below.



(Signature)
Name: ROBERT BROCKWAY
Duly authorized representative of CS

Title: VICE PRESIDENT

Date: SEPTEMBER 26, 2016


John Born
Director, Ohio Department of Public Safety

Date: 9-28-16


Peter L. Jamison (0086539)
Assistant Attorney General
Counsel for the Ohio Department of
Public Safety, Investigative Unit, Private
Investigator Security Guard Services
Peter.Jamison@OhioAttorneyGeneral.gov

Date: 9-26-2016