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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

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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DEPT. OF COMMERCE
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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 2018-14-L
of)	
)	SETTLEMENT AGREEMENT PRIOR TO
G4S SECURE SOLUTIONS (USA) INC.,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER;
Respondent.)	EXHIBIT "1"
)	

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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 G4S SECURE SOLUTIONS (USA) INC. (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 13. The license was issued on or about August 9, 1962. The license will expire or forfeit on or about June 30, 2020.

2. Respondent's mailing address for purposes of this action is c/o Terry P. Finnerty, Esq. Dinsmore & Shohl LLP, 1100 Peachtree Street, NE, Suite 950, Atlanta, Georgia 30309.

3. Respondent was the subject of a U.S. Equal Employment Opportunity Commission ("EEOC") complaint by one of its Hawaii employees in which the employee alleged discriminatory treatment by Respondent.

4. Respondent entered into a Conciliation Agreement on or about August 25, 2018 with the EEOC under which Respondent's employee agreed not to sue Respondent for any claims encompassed by the agreement and Respondent agreed to pay its employee \$80,000.00.

5. The Conciliation Agreement did not include any findings or admissions of wrongful conduct by Respondent.

6. RICO did not fully investigate the specific conduct alleged in the EEOC complaint and Conciliation Agreement.

7. RICO submits that the foregoing allegations regarding discriminatory treatment, if proven at an administrative hearing before the Board, may constitute a violation of Hawaii Administrative Rule § 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), and that the Board has jurisdiction over the subject matter herein and over the parties. Respondent disagrees, but enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an investigation and administrative hearing on this matter.

8. The Board has jurisdiction over the subject matter contained in this Settlement Agreement herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is represented in this matter by Terry P. Finnerty, 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 an investigation and a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to an investigation and 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 a violation of Administrative Rule § 16-97-46(17) is proven at a hearing.

5. Respondent represents Exhibit "1" is a true and correct copy of the Conciliation Agreement.

6. Respondent does not admit to violating any law or rule, and expressly denies having violated any state or federal law regarding employment. Respondent maintains that it entered into the Conciliation Agreement to conserve on the expenses of litigating the claims by its former employee. However, Respondent acknowledges that RICO has a right to further investigate allegations of failure by Respondent to comply with Chapter 463, HRS and HAR Chapter 16-97.

7. 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.

8. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PDG 2018-14-L.

9. The parties intend to resolve any claims against Respondent's principal guard or guards separately.

10. Petitioner agrees to close any investigation in RICO PDG 2018-14-L, and agrees not to institute or pursue any further investigations or enforcement actions against Respondent, its agents, employees or successors, concerning any alleged or potential violations of HAR § 16-97-46(17) that were or could have been raised in RICO No. PDG 2018-14-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative fee. Respondent agrees to pay a settlement fee in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00). Such payment has been made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

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: Jupiter, FL, Dec. 17, 2018
(City) (State) (Date)

G4S SECURE SOLUTIONS (USA) INC.

Respondent

By: [Signature] (Signature)

Jill Talbot (Print Name)

Its Managing Counsel, Compliance

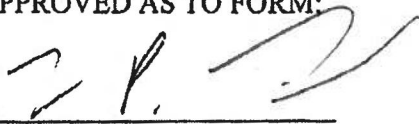
DATED: Honolulu, Hawaii,

DEC 18 2018

[Signature]
JOHN T. HASSLER

Attorney for Department of Commerce and
Consumer Affairs

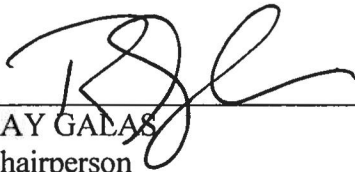
APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'T.P. Finnerty', written over a horizontal line.

TERRY P. FINNERTY, ESQ.
Attorney for Respondent

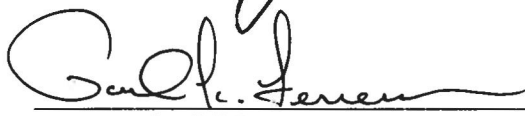
IN THE MATTER OF THE GUARD AGENCY LICENSE OF G4S SECURE SOLUTIONS
(USA) INC.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1";
CASE NO. PDG 2018-14-L.

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

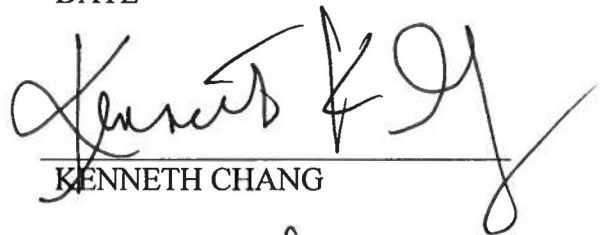

RAY GALAS
Chairperson


ALBERT DENIS
Vice Chairperson


CHIEF TIVOLI FAUMU


~~CHIEF DARRYL PERRY~~
CHIEF PAUL FERREIRA

9 Jan 2019
DATE


KENNETH CHANG


DOUGLAS H. INOUE

PVL 07/17

STATE OF Florida)
COUNTY OF Palm Beach) SS.

On this 17 day of December, 2018, before me personally appeared
, to me known to be the person described, and
who executed the foregoing instrument on behalf of G4S SECURE SOLUTIONS (USA) INC.
as its Managing Counsel, and acknowledged that he/she executed the same as his/her free
act and deed.

This 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

17 December, 2018 was acknowledged before me by
[Date Document Signed by Respondent]

L. H. Talbot this 17 day of December, 2018, in the
City of Jupiter, in the County of Palm Beach, in the
Circuit, in the State of Florida.



Notary Signature: Jassie Harris-Valentin
Print Notary Name: Jassie Harris-Valentin
Notary Public, State of Florida
My Commission expires: Sep 10, 2020

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G4S Secure Solutions settles EEOC disability violation lawsuit for \$90K

By Press Release | Posted on Aug 31 2018

Tag: ADA, EEOC, Los Angeles District, Rosa Viramontes

HONOLULU, Hawaii— G4S Secure Solutions, Inc., a security company in Hawaii, will pay \$90,000 and provide other relief to settle a disability discrimination charge filed with the U.S. Equal Employment Opportunity Commission, the agency announced yesterday.

The charge made to the EEOC alleged that G4S violated federal law when it failed to provide a reasonable accommodation for one of its employees, a security guard who required additional leave while undergoing medical treatment. In lieu of additional leave, G4S fired the security guard.



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The EEOC investigated the allegations and found reasonable cause to believe that G4S Secure Solutions failed to provide a reasonable accommodation and terminated the employee while on medical

EXHIBIT "1"

I Agree

Seven Steps to Prevent Cancer

CLICK HERE

Brought to you by the Commonwealth Healthcare Corporation Comprehensive Cancer Control Program under the Division of Public Health Non-Communicable Disease Bureau through 100% federal funding from the Centers for Disease Control and Prevention (CDC).

hire an outside equal employment opportunity consultant to revise its current policies to include a comprehensive reasonable accommodation policy and to conduct effective training for all employees across the state of Hawaii on the ADA. The EEOC will monitor compliance with this agreement.

"Employees have the right to an accommodation for their disabilities under the ADA, and a leave of absence is one such accommodation," said Rosa Viramontes, district director of the EEOC's Los Angeles District, which includes Hawaii. "I commend G4S Secure Solutions for its early resolution of the EEOC charge, thereby avoiding litigation for all parties."

Glory Gervacio Saure, director of the Honolulu local office, added, "Engaging in the interactive process is vital to providing a reasonable accommodation for employees with disabilities. The EEOC is encouraged by the commitment G4S is making through training and policies to create a workplace that is inclusive to people with disabilities."

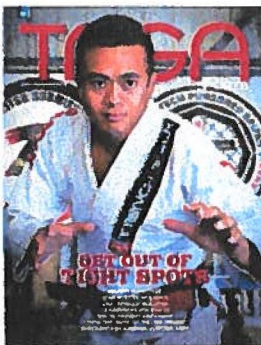
According to the company's website, www.g4s.us, G4S provides integrated security solutions including risk consulting, software and technology, systems integration and security officers. G4S's U.S. headquarters is in Jupiter, Fla.

The EEOC advances opportunity in the workplace by enforcing federal laws prohibiting employment discrimination. More information is available at www.eeoc.gov. (EEOC)



Press Release

News under Press Release are official statements issued to Saipan Tribune giving information on a particular matter.



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I Agree



U.S. Equal Employment Opportunity Commission

PRESS RELEASE

9-29-17

EEOC Sues G4s Secure Solutions for Disability Discrimination

Security Firm Denied a Reasonable Accommodation to Security Officer With Lupus, Then Fired Her, Federal Agency Charges

DETROIT - G4S Secure Solutions USA, Inc., a Florida-based security firm which provides security services in Warren, Mich., violated federal law by denying a reasonable accommodation to an employee with a disability and then firing her, the U.S. Equal Employment Opportunity Commission charged in a lawsuit it filed today.

According to the EEOC's lawsuit, a G4S security officer suffered from mixed connective tissue disease and lupus. For years, security officer worked behind a desk. Without any explanation, her supervisor removed her from her desk job and placed her in a foot patrol position. The officer had trouble working in the foot patrol position because of her medical condition and asked to return to her seated security position as a reasonable accommodation. However, G4S refused her request and ultimately discharged her.

Such alleged conduct violates the Americans with Disabilities Act (ADA). After attempting to reach a pre-litigation resolution through its conciliation process, the EEOC filed suit in U.S. District Court for the Eastern District Court of Michigan (EEOC v. G4S Secure Solutions USA, Inc., Case No. 2:17-CV-13195). The EEOC is seeking monetary relief for the employee and an injunction prohibiting the company from engaging in this type of conduct in the future.

"Federal law requires employers to make a good-faith effort to agree on an accommodation for workers with disabilities," explained EEOC Trial Attorney Nedra Campbell. "Why G4S couldn't allow this employee to return to her seated position is puzzling, but it's clear that this is a case where the EEOC needs to step in and fight for this woman's rights."

G4S Secure Solutions USA, Inc., is based in Jupiter, Fla., and employs over 50,000 people in the United States and Canada.

The EEOC advances opportunity in the workplace by enforcing federal laws prohibiting employment discrimination. More information is available at www.eeoc.gov. Stay connected with the latest EEOC news by subscribing to our [email updates](#).