

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
PROF & VOCATIONAL
LICENSING DIVISION
DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII
HEARINGS OFFICE

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 2018-15-L
Registration of)	
)	SETTLEMENT AGREEMENT AFTER
DARCI K. AGRES,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
Respondent.)	
)	
)	

SETTLEMENT AGREEMENT AFTER 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 DARCI K. AGRES, (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 registered by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard employee under registration number GDE 9964. The registration was issued on or about June 27, 2014 and is set to expire on or about June 30, 2021.

2. Respondent's mailing address for purposes of this action is

Privacy Information

Privacy Information

3. On or about January 3, 2005, Respondent was convicted of the petty misdemeanor offense of Criminal Contempt of Court in the District Court of the Third Circuit, State of Hawaii under case number 00I10116H.

4. On or about August 9, 2011, Respondent was convicted of the petty misdemeanor offense of Driving Without a Valid Driver's License in the District Court of the Third Circuit under case number 3DTC-11-002809.

5. Respondent submitted an Application for Guard Employee Registration dated May 15, 2014.

6. Respondent answered "no" to Question 5 on the application which asked, "Have you ever been convicted of a crime in any jurisdiction that has not been annulled or expunged?"

7. On or about June 5, 2017, Respondent was convicted of the petty misdemeanor offense of DUI by Impairment or .08 Breath (Count 1) and Driving with an Improper Driver's License (Count 2) in the District Court of the Third Circuit under case number 3DTA-17-00284.

8. The Judgment in case number 3DTA-17-00284 was amended on or about November 9, 2017. Specifically, Count 2 was amended to the charge of Driving Without a Valid Driver's License with is a petty misdemeanor.

9. Respondent submitted her Renewal Application which was received on June 28, 2018.

10. Respondent answered "no" to Question 3 on the application which asked, "In the past 2 years have you been convicted of a crime in which the conviction has not been annulled or expunged?"

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that she has the right to be represented by an attorney and she 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 her right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives her 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 registered as a guard employee by the Board, acknowledges that she is subject to penalties including but not limited to, revocation, suspension or limitation of her 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 registration.

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 2018-15-L.

8. Respondent understands that this Settlement Agreement is public record pursuant to Hawaii Revised Statute chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondent agrees to pay an administrative fine 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 shall be mailed to Regulated Industries Complaints Office, ATTN.: Dawnie Ichimura, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813. The first payment of FIFTY AND NO/100 U.S. DOLLARS (\$50.00) shall be paid at the time the Settlement Agreement is returned to RICO. Subsequent payments of FIFTY AND NO/100 U.S. DOLLARS (\$50.00) shall be paid by the end of each calendar month thereafter.

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 registration 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 registration 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 registration until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become registered again, Respondent must apply to the Board for a new registration pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules.

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 employees 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 she nor any attorney that she may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against her 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: HAW, HI., 6/25/19
(City) (State) (Date)

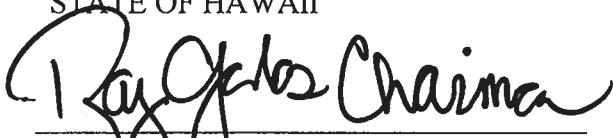
Darci Agres
DARCI K. AGRES
Respondent

DATED: Honolulu, Hawaii, JUL - 2 2019


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

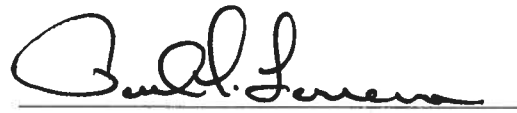
IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF DARCI K. AGRES;
SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. PDG 2018-15-L.

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


RAY GALAS
Chairperson

11 Sept 19
DATE


ALBERT DENIS
Vice Chairperson


CHIEF ~~DARRYL PERRY~~
Paul Ferreira


CHIEF TIVOLI FAAUMU

KENNETH CHANG


DOUGLAS H. INOUE

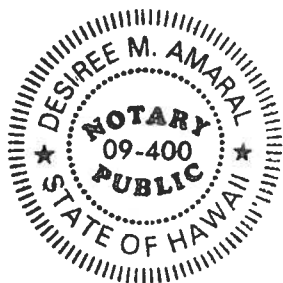
PVL 07/17

STATE OF Hawaii)
) SS.
COUNTY OF Hawaii)

On this 25th day of June, 2019, before me personally appeared DARCI K. AGRES, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

This 6-page SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

June 25, 2019 was acknowledged before me by DARCI K. AGRES this 25th day of June, 2019, in the City of Hilo, in the County of Hawaii, in the State of Hawaii.



Desiree M. Amara
Name: Desiree M. Amara
Notary Public, State of Hawaii

My Commission expires: Sept 6, 2021

Doc. Date: 6/25/19 # Pages: 6
Name: Desiree M. Amara 2nd Circuit
Doc. Description: Settlement Agreement after Filing of Petition for Disciplinary Action and Board's Final Order
Desiree M. Amara 6/25/19
Signature Date

NOTARY CERTIFICATION

