

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  
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RECEIVED  
DEPT. OF COMMERCE PROF & VOCATIONAL  
AND CONSUMER AFFAIRS LICENSING DIVISION  
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DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
HEARINGS OFFICE 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 2018-8-L
License of	)	
	)	SETTLEMENT AGREEMENT PRIOR TO
KT PROTECTION SERVICES LLC,	)	FILING OF PETITION FOR DISCIPLINARY
	)	ACTION AND BOARD'S FINAL ORDER
and	)	
	)	
Principal Guard License of	)	
	)	
JOY T.T.W. HODEL,	)	
	)	
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 Respondent KT PROTECTION SERVICES LLC (hereinafter "Respondent KT") and Respondent Joy T.T.W. HODEL (hereinafter "Respondent Hodel") (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 KT was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard agency under license number GDA 966. The license was issued on or about January 6, 2011 and is set to expire on or about June 30, 2018.

2. At all relevant times herein, Respondent Hodel was licensed by the Board as a principal guard for Respondent KT under license number GD 967. The license was issued on or about January 6, 2011 and is set to expire on June 30, 2018.

3. Respondents' mailing address for purposes of this action is 59-778 Kamehameha Highway, Haleiwa, Hawaii 96712.

4. On or about April 20, 2018, Respondent KT employed an unlicensed guard at a function at the Waikiki Shell.

5. RICO intends to resolve any claims against the unlicensed individual in a separate agreement and/or proceeding.

6. The foregoing allegation against Respondent KT, if proven at an administrative hearing before the Board, would constitute violations of Hawaii Revised Statutes ("HRS") § 436B-19(16) (employing a person not licensed) and HRS § 436B-19(17) (violating applicable licensing laws or any rules or orders of the licensing authority).

7. The foregoing allegation against Respondent Hodel, if proven at an administrative hearing before the Board, would constitute violations of Hawaii Administrative Rules ("HAR") § 16-97-7(b)(4) (principal for agency license shall be responsible for the acts of employees while employees are acting within the scope of the agency's business), HAR § 16-97-7(b)(9) (principal responsible for the direct management and control of the guard agency and the agency's employees when guard services are being provided), and HAR § 16-97-7(b)(1) (principal guard responsible for securing full compliance with 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 agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent KT, being at all times relevant herein licensed by the Board as a guard agency, acknowledges that it 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 Hodel, being at all times relevant herein licensed by the Board as a principal guard, 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.

6. 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' licenses.

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 No. PDG 2018-8-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 to pay an administrative fine, jointly and severally, 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 their licenses 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 new licenses 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 new licenses 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 in the State of Hawaii, or if Respondents fail to abide by the terms of this Settlement Agreement.

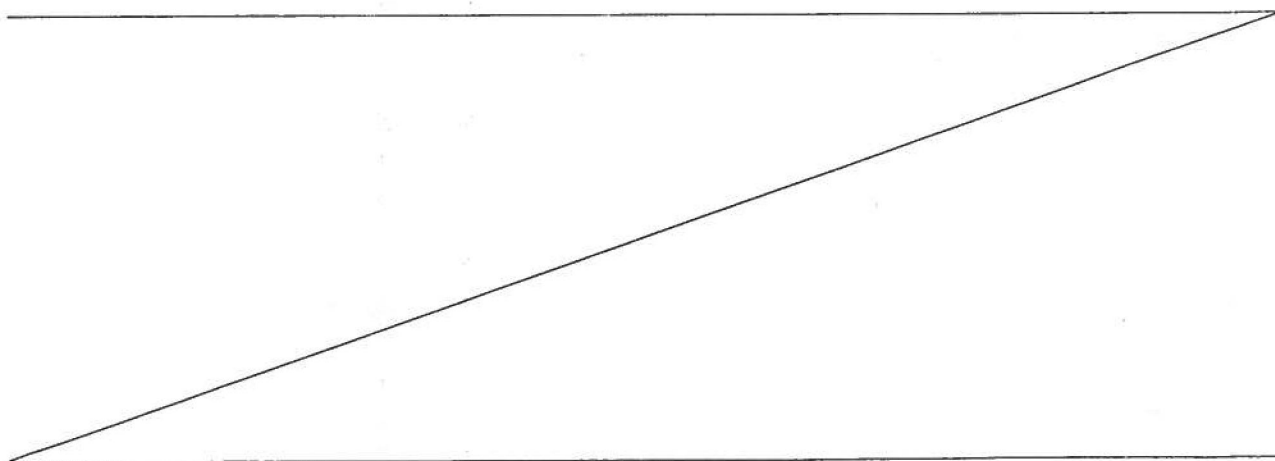
4. Approval of the Board. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

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 Respondent 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.



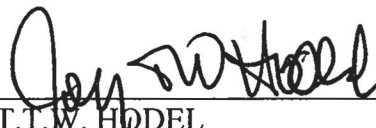
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: \_\_\_\_\_,  
(CITY) (STATE) (DATE)

KT PROTECTION SERVICES LLC  
Respondent

 (Signature)  
By: JOY T.T.W. HODEL  
Its Principal

DATED: Honolulu, Hawaii, 8/8/18  
(DATE)

  
JOY T.T.W. HODEL  
Respondent

DATED: Honolulu, Hawaii, 8/8/18 **AUG 13 2018**

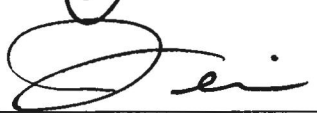
  
DAWNIE ICHIMURA  
Attorney for Department of Commerce  
and Consumer Affairs

IN THE MATTER OF THE GUARD AGENCY LICENSE OF KT PROTECTION SERVICES  
LLC AND THE PRINCIPAL GUARD LICENSE OF JOY T.T.W. HODEL; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND  
BOARD'S FINAL ORDER; CASE NO. PDG 2018-8-L.

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

  
RAY GALAS  
Chairperson

  
ALBERT DENIS  
Vice Chairperson

  
DATE

  
KENNETH CHANG

CHIEF TIVOLI FAAUMU

  
DOUGLAS INOUE  
PVL 07/17

CHIEF DARRYL PERRY

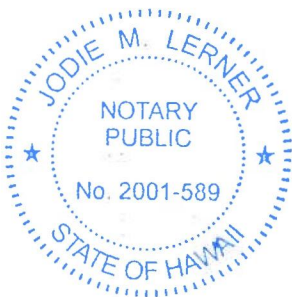
STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) SS.  
)

On this 8th day of August, 2018, before me personally appeared JOY T.T.W. HODEL, to me known to be the person described, and who executed the foregoing instrument on behalf of KT PROTECTIVE SERVICES LL C as its Principal, and acknowledged that he/she executed the same as his/her free act and deed.

This 8-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated aug. 8th, 2018 was acknowledged before me by JOY T.T.W. HODEL this 8th day of August, 2018, in the City of Haleiwa, in the County of Honolulu, in the First Circuit, in the State of Hawaii.



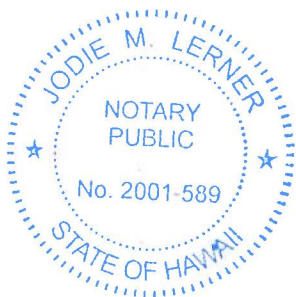
Notary Signature: [Signature]  
Print Notary Name: JODIE M LERNER  
Notary Public, State of Hawaii

My Commission expires: JUN 26 2019

STATE OF Hawaii )  
 ) SS.  
CITY AND COUNTY OF Honolulu )

On this 8th day of August, 2018, before me personally appeared JOY T.T.W. HODEL, 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 8-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated Aug. 8th, 2018 was acknowledged before me by JOY T.T.W. HODEL this 8th day of August, 2018, in the City of Haleiwa, in the County of Honolulu, in the First Circuit, in the State of Hawaii.



Notary Signature: Jodie M. Lerner  
Print Notary Name: JODIE M LERNER  
Notary Public, State of Hawaii

My Commission expires: JUN 26 2019