

DAWNIE ICHIMURA 6990 DEPT. OF COMMERCE  
Regulated Industries Complaints Office AND CONSUMER AFFAIRS  
Department of Commerce and Consumer Affairs  
State of Hawaii 2020 JAN 23 P 2:31  
Leiopapa A Kamehameha Building  
235 S. Beretania Street, 9<sup>th</sup> Floor HEARINGS OFFICE  
Honolulu, Hawaii 96813  
Telephone: (808) 586-2660

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PROP & VOCATIONAL  
LICENSING DIVISION  
2019 OCT 31 A 10:45  
DEPT. OF COMMERCE  
& CONSUMER AFFAIRS  
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 Employee ) PDG 2019-11-L  
Registration of )  
) SETTLEMENT AGREEMENT PRIOR TO  
GARRICK H. TAMASHIRO, ) 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 GARRICK H. TAMASHIRO (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 15088. The registration was issued on or about January 11, 2016 and is set to expire or  
forfeit on or about June 30, 2021.

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

3. RICO alleges that Respondent submitted a renewal application for his guard  
employee registration on May 10, 2017 and answered "no" to the question: "In the past two  
years have you been convicted of a crime in which the conviction had not been annulled or  
expunged?"

4. On or about January 26, 2017, in District Court of the Third Circuit, State of Hawaii, Respondent was convicted of the petty misdemeanor offense of DUI by Impairment or .08 Breath.

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(5) (procuring a license through fraud, deceit, or misrepresentation) and Hawaii Administrative Rules ("HAR") § 16-97-46(12) (misrepresentation of a material fact by an applicant in obtaining a license).

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 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 registered as a guard employee by the Board, acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of his guard employee registration 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 guard employee 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 2019-11-L.

8. 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.: Dawnie Ichimura, Esq., 235 S. Beretania Street, 9<sup>th</sup> 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 guard employee 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 guard employee 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 guard employee 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 guard employee registration 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 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 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.

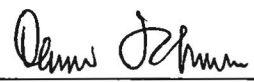
8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly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

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

DATED: Hilo, HI, 10/25/19.  
(City) (State) (Date)

  
GARRICK H. TAMASHIRO  
Respondent

DATED: Honolulu, Hawaii, OCT 31 2019.

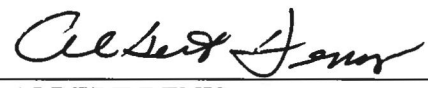
  
DAWNIE ICHIMURA  
Attorney for Department of Commerce  
and Consumer Affairs

IN THE MATTER OF THE GUARD EMPLOYEE REGISTRATION OF GARRICK H.  
TAMASHIRO; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER  
RICO CASE NO. PDG 2019-11-L.

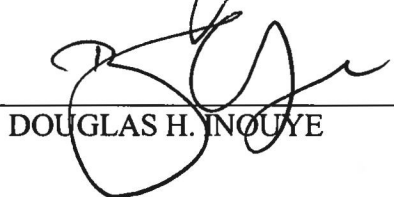
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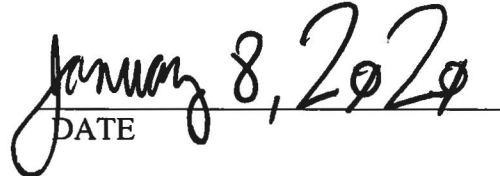
APPROVED AND SO ORDERED:  
BOARD OF PRIVATE DETECTIVES AND GUARDS  
STATE OF HAWAII

  
RAY GALAS  
Chairperson

  
ALBERT DENIS  
Vice Chairperson

  
CHIEF TIVOLI FAAUMU

  
DOUGLAS H. INOUE

  
DATE

  
CHIEF PAUL FERREIRA

  
KENNETH CHANG

PVL 07/19

STATE OF HAWAII

)

) SS.

COUNTY OF HAWAII

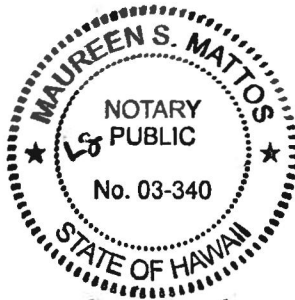
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On this 25<sup>th</sup> day of October, 2019, before me personally appeared GARRICK H. TAMASHIRO, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

October 25, 2019 was acknowledged before me by  
[Date Document Signed by Respondent]

GARRICK H. TAMASHIRO this 25<sup>th</sup> day of October, 2019, in the City of Hilo, in the County of Hawaii, in the Third Circuit, State of Hawaii.



Notary Signature: Maureen S. Mattos

Print Notary Name: MAUREEN S. MATTOS  
Notary Public, State of Hawaii, Third Circuit

My Commission expires: JUN 22 2023