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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

DEPT. OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

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Attorney for Department of Commerce
and Consumer Affairs

HEARINGS OFFICE

BOARD OF PRIVATE DETECTIVES AND GUARDS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Private Detective)	PDG 2021-1-L
Agency License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
THE INVESTIGATORS, LLC,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER
and)	
)	
the Private Detective License of)	
)	
GEORGE E. DONALDSON,)	
)	
Respondents.)	

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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(s), and Respondents THE INVESTIGATORS, LLC (hereinafter "Respondent Investigators") and GEORGE E. DONALDSON (hereinafter "Respondent Donaldson") (hereinafter collectively "Respondents"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent Investigators was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a Private Detective Agency under License Number PDA 932. The license was issued on or about July 29, 2009. The license will expire or forfeit on or about June 30, 2022.

2. Respondent Donaldson was issued a Private Detective License by the Board under License Number PD 312, which was issued on or about January 11, 1985. The license will expire or forfeit on or about June 30, 2022.

3. At all relevant times herein, Respondent Donaldson was listed as the Principal Detective for Respondent Investigators.

4. Respondents' mailing address for purposes of this action is 831 Hind Iuka Drive, Honolulu, Hawaii 96821.

5. RICO alleges that on or about April 13, 2016, Respondents entered into a contract to conduct a background check on the complainant's ex-girlfriend for an upcoming child custody hearing.

6. RICO alleges that Respondents engaged in professional misconduct and conduct contrary to the ethical standards of private detectives by asking the complainant in text messages to send Respondent Donaldson sexually explicit photographs of his ex-girlfriend.

7. 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 (hereinafter "HRS") §§ 436B-19(7) (professional misconduct) and 436B-19(9) (conduct contrary to the profession's recognized standards of ethics).

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

B. REPRESENTATIONS BY RESPONDENT

1. Respondents are fully aware that they have the right to be represented by an attorney and Respondents 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 the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondents freely, knowingly, and voluntarily waives the right to a hearing and agree to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondents, being at all times relevant herein licensed as a private detective agency and private detective by the Board, acknowledge that Respondents are 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. 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.

6. 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.

7. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2021-1-L.

8. Respondent acknowledges that upon its approval, this Settlement Agreement constitutes disciplinary action and understands that this Settlement Agreement may be subject to reporting requirements.

9. Respondents understand this Settlement Agreement is public record pursuant to HRS Chapter 92F.

C. TERMS OF SETTLEMENT

1. Voluntary Surrender of Licenses. Respondents agree to the voluntary surrender of Respondents' private detective agency and private detective licenses. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondents shall turn in any and all indicia of the licenses to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondents understand that they cannot apply for a new license until the expiration of at least five (5) years after the effective date of the surrender. 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.

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 respective 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 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 that 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 a guard and guard agency 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 Respondents in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondents agree that neither Respondent Investigators or Respondent Donaldson 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. Each signatory to this Settlement Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Honolulu, HI, 2/10/22.
(CITY) (STATE) (DATE)



GEORGE E. DONALDSON
Respondent

DATED: Honolulu, HI, 2/10/22.
(CITY) (STATE) (DATE)

THE INVESTIGATORS, LLC
Respondent

By: 
(Signature)

George E. Donaldson
(Print Name)

Its Investigator
(Print Title)

DATED: Honolulu, Hawaii, FEB 16 2022.



STACIA M. SILVA
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE PRIVATE DETECTIVE AGENCY LICENSE OF THE
INVESTIGATORS, LLC AND IN THE MATTER OF THE PRIVATE DETECTIVE
LICENSE OF GEORGE E. DONALDSON; SETTLEMENT AGREEMENT PRIOR TO
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. PDG 2021-1-L

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

Albert Denis

ALBERT DENIS
Chairperson

05/25/22

DATE

DL

DOUGLAS H. INOUE
Vice Chairperson

Paul K Ferreira

CHIEF PAUL FERREIRA

Scott K. Collins

SCOTT COLLINS, ESQ.

Edward G. Chu, Jr

EDWARD G. CHU, JR.

PVL 10/5/21