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Regulated Industries Complaints Office  
Department of Commerce and Consumer Affairs  
State of Hawaii  
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DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

Attorney for Department of Commerce  
and Consumer Affairs

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BOARD OF PRIVATE DETECTIVES AND GUARDS  
DEPARTMENT OF COMMERCE AND CONSUMER AFF,  
STATE OF HAWAII

HEARINGS OFFICE

In the Matter of the Guard Agency	)	PDG 2022-15-L
License of	)	
	)	SETTLEMENT AGREEMENT PRIOR TO
LOOMIS ARMORED US LLC,	)	FILING OF PETITION FOR DISCIPLINARY
	)	ACTION AND BOARD'S FINAL ORDER
and	)	
	)	
Guard License of	)	
	)	
PAUL T. LUIS,	)	
	)	
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 Respondents LOOMIS ARMORED US LLC (hereinafter "Respondent Loomis") and PAUL T. LUIS (hereinafter "Respondent Luis") (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 Loomis was licensed by the BOARD OF PRIVATE DETECTIVES AND GUARDS (hereinafter the "Board") as a guard agency under license number GDA 971. The license was issued on or about March 7, 2011. The license will expire or forfeit on or about June 30, 2024.

2. At all relevant times herein, Respondent Luis was licensed by the Board as the principal guard for Respondent Loomis under license number GD 970. The license was issued on or about March 7, 2011. The license will expire or forfeit on or about June 30, 2024.

3. Respondents' mailing address for purposes of this action is [REDACTED]

4. RICO received an anonymous complaint that Respondents employed several unlicensed guards. RICO's subsequent investigation determined that Respondents employed several unlicensed guards in 2020-2021.

5. RICO intends to resolve any claims against the unlicensed individuals in separate agreements and/or proceedings.

6. The foregoing allegations against Respondents, if proven at an administrative hearing before the Board, would constitute violations of Hawaii Revised Statutes ("HRS") § 436B-19(6) (aiding and abetting unlicensed persons) and HRS § 436B-19(16) (employing unlicensed persons).

7. The foregoing allegations against Respondent Luis, if proven at an administrative hearing before the Board, would also constitute violations of HRS § 463-8(b) (principal guard responsible for management and control of employees) and Hawaii Administrative Rules ("HAR") § 16-97-7(b)(1) (principal guard responsible for securing full compliance with the 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 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 guard agency and principal guard, respectively, by the Board, acknowledge that Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of the licenses 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' respective 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 2022-15-L.

8. Respondents understand this Settlement Agreement is public record pursuant to Hawaii Revised Statutes Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondents agree, jointly and severally, to pay an administrative fine in the amount of FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$5,000.00). 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.: Marc T. Nakamura, 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 the 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 a new license 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 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 Respondents violate any provision of the statutes or rules governing the conduct of guard agencies and guards 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 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. Counterparts. The parties hereto agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Settlement Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

9. 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.

*[Remainder of this page intentionally left blank; signature page follows]*

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: Houston, TX, 8/29/22.  
(City) (State) (Date)

LOOMIS ARMORED US LLC  
Respondent

By: Shannon Fisher  
(Signature)  
Shannon Fisher  
(Print Name)

Its Risk and Regulatory Compliance Manager

DATED: HONOLULU, HAWAII, 8/18/2022.  
(City) (State) (Date)

Paul T. Luis  
PAUL T. LUIS  
Respondent

DATED: Honolulu, Hawaii, SEP 16 2022.

Marc T. Nakamura  
MARC T. NAKAMURA  
Attorney for Department of Commerce  
and Consumer Affairs

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IN THE MATTER OF THE GUARD AGENCY LICENSE OF LOOMIS ARMORED US LLC AND THE GUARD LICENSE OF PAUL T. LUIS; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. PDG 2022-15-L

IN THE MATTER OF THE GUARD AGENCY LICENSE OF LOOMIS ARMORED US LLC  
AND THE GUARD LICENSE OF PAUL T. LUIS; SETTLEMENT AGREEMENT PRIOR TO  
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;  
RICO CASE NO. PDG 2022-15-L

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

*Albert Denis*

\_\_\_\_\_  
ALBERT DENIS  
Chairperson

10/17/2022

\_\_\_\_\_  
DATE

*Douglas H. Inouye*

\_\_\_\_\_  
DOUGLAS H. INOUE  
Vice Chairperson

*Scott Collins*

\_\_\_\_\_  
SCOTT COLLINS, ESQ.

*Edward G. Chu, Jr*

\_\_\_\_\_  
EDWARD G. CHU, JR.

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Public Roster 7/20/22