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SANDY S. MA 7133
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Ninth Floor
Honolulu, Hawaii 96813
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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

eFiled 2026 MAY 14 A 08:21

Attorney for Petitioner, 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 Guard Employee)	PDG 2025-5-L
License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
JOSHUA MAAFALA,)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND BOARD'S FINAL ORDER;
Respondent.)	EXHIBIT "1"
)	

**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 ("RICO" or "Petitioner"), through its
undersigned attorney, and Respondent JOSHUA MAAFALA ("Respondent") enter into this
Settlement Agreement Prior to Filing of Petition for Disciplinary Action ("Settlement Agreement")
on the terms and conditions set forth herein below.

A. UNCONTESTED FACTS

1. At all times relevant herein, Respondent was licensed by the Board of Private
Detectives and Guards ("Board") as a guard employee under license number GDE-28291.
Respondent's license was issued on or about March 29, 2021. The license will expire on June 30,
2027.

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

3. On or about September 9, 2024, Respondent entered a Guilty Plea in the Circuit
Court of the First Circuit of the State of Hawaii, 1CPC-23-0000821, for Violation of Privacy in
the First Degree / Hawaii Revised Statutes ("HRS") § 711-1110.9(1)(a), which, among other

obligations, requires that Respondent register as a sex offender with the attorney general. A true and correct copy of the Amended Judgment of Conviction and Probation Sentence in the same captioned criminal case, filed on March 20, 2025, is attached hereto as Exhibit "1", with personal information redacted.

4. The Board has jurisdiction over the subject matter, parties, license, and license referenced herein, pursuant to chapters 436B and 463, HRS.

B. RICO ALLEGATIONS

1. The facts underlying the Guilty Plea are that, on or about December 22, 2022, Respondent intentionally or knowingly installed in a private place a device to record a person in various stages of undress without the consent of the person, who was expecting and entitled to privacy.

2. The foregoing allegation(s) and uncontested fact(s), which are incorporated herein by reference, if established at an administrative hearing before the Board, would violate the following provision(s) of the HRS and Hawaii Administrative Rules ("HAR") governing the business of private detectives and guards in the State of Hawaii:

- HRS § 436B-19(12) (In addition to any other acts or conditions provided by law, the licensing authority may refuse to renew, reinstate or restore, or may deny, revoke, suspend, or condition in any manner, any license for any one or more of the following acts or conditions on the part of the licensee or the applicant thereof (12) *Failure to comply, observe, or adhere to any law in a manner such that the licensing authority deems the applicant or holder to be an unfit or improper person to hold a license*);
- HRS § 436B-19(17) (In addition to any other acts or conditions provided by law, the licensing authority may refuse to renew, reinstate or restore, or may deny, revoke, suspend, or condition in any manner, any license for any one or more of the following acts or conditions on the part of the licensee or the applicant thereof (17) *Violating this chapter, the applicable licensing laws, or any rule or order of the licensing authority*); and
- HAR § 16-97-46(17) (The following shall be grounds for suspension, revocation, or refusal to renew the license: (17) *Engaging in any illegal or unlawful conduct which reflects unfavorably on the fitness of the licensee to engage in the profession*).

C. REPRESENTATIONS BY RESPONDENT

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waive 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 this case. Pursuant to section 91-9(e), HRS, Respondent 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. Respondent being at all times relevant herein licensed as a guard employee by the Board, acknowledges that Respondent is subject to penalties, including but not limited to revocation, suspension, or limitation of license or license, and administrative fines, if the foregoing allegations are established at a hearing.

5. Respondent does not admit to violating any law or rule herein above but acknowledges that RICO has sufficient cause and good faith to file a Petition for Disciplinary Action against Respondent's guard employee license.

6. Respondent represents Exhibit "1" attached hereto is a true and correct copy of Respondent's Amended Judgment of Conviction and Probation Sentence filed in case number 1CPC-23-0000821 on March 20, 2025, in the Circuit Court of the First Circuit of the State of Hawaii, with personal information redacted.

7. 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.

8. Respondent agrees that this Settlement Agreement is intended to fully and finally resolve the licensing issues raised in RICO Case Number PDG 2025-5-L.

9. Respondent understands that RICO enters into this Settlement Agreement and agrees to the terms and conditions hereof, based on Respondent's representations made herein.

10. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under chapters 436B and 463, HRS.

11. Respondent understands this Settlement Agreement is a public record pursuant to chapter 92F, HRS.

12. Respondent understands this Settlement Agreement may be subject to reporting requirements.

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

D. TERMS OF SETTLEMENT

1. Voluntary Surrender of License and Agreement Not to Seek Re-licensure. Respondent stipulates and agrees to voluntarily surrender his license as a guard employee in the State of Hawaii. The surrender shall become effective immediately upon the Board's approval of this Settlement Agreement. Respondent shall turn in all indicia of his license to the Executive Officer of the Board at DCCA-PVL, Attention: Board of Private Detectives and Guards, P.O. Box 3469, Honolulu, Hawaii 96801, within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondent agrees not to seek licensure as a guard employee, guard or guard agency in the State of Hawaii in the future.

2. 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 mailed to the Regulated Industries Complaints Office, Attention: Sandy S. Ma, Esq., 235 South Beretania Street, Ninth Floor, Honolulu, Hawaii 96813. Payment of the administrative fine shall be due and remitted at the time Respondent returns this Settlement Agreement to RICO.

3. 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 paragraphs D.1 and D.2 above, Respondent agrees that Respondent shall be subject to additional disciplinary action upon RICO's filing of an affidavit attesting to the non-compliance with the Board.

4. 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 private detectives and guards in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

5. Approval of the Board. Respondent agrees that, except for the representations, agreements, and covenants contained in Paragraphs D.6, D.7, D.8, D.9, and D.10 herein below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

6. Counterparts and Electronic Signatures. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Settlement Agreement may be electronically signed and any electronic signatures appearing on this Settlement Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and this Settlement Agreement may be transmitted by facsimile, email, or other means of electronic transmission and deemed to have the same legal effect as delivery of an original said Agreement.

7. No Objection If the Board Does Not 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 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.

8. 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.

9. 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, 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.

10. 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.

[The remainder of this page is intentionally left blank.]

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/they is/are authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Honolulu, Hawaii, MAR - 2 2025
City State Date



JOSHUA MAAFALA
Respondent

DATED: Honolulu, Hawaii, MAR - 2 2025



SANDY S. MA
Attorney for Petitioner, Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE GUARD EMPLOYEE LICENSE OF JOSHUA MAALIFA; SETTLEMENT AGREEMENT
PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1"; RICO
CASE NO. PDG 2025-5-L.

IN THE MATTER OF THE GUARD EMPLOYEE LICENSE OF JOSHUA MAALAFA;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1"; RICO CASE NO. PDG 2025-5-L.

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



SCOTT COLLINS, ESQ.
Chairperson

May 13, 2026

DATE



EDWARD G. CHU, JR.
Vice-Chairperson




JERALD DOLACK



GAISON ONTAI, ESQ.

PVL 2/2026

RICO CASE NUMBER PDG 2025-5-L
EXHIBIT 1

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT		AMENDED JUDGMENT OF CONVICTION AND PROBATION SENTENCE NOTICE OF ENTRY		Electronically Filed FIRST CIRCUIT 1CPC-23-0000821 20-MAR-2025 02:01 PM Dkt. 100 JOCA
CASE NUMBER 1CPC-23-0000821		REPORT NUMBER(S): 23013938-001		
STATE VS. (DEFENDANT) JOSHUA MAAFALA Social Sec. No.: XXX-XX- [REDACTED] SID: [REDACTED] DOB: XX-XX- [REDACTED]				
DEFENSE COUNSEL: DPD Antoinette Lilley		DATE OF HEARING: January 9, 2025		
PLEA: Guilty		TRIAL: Change of Plea		
ORIGINAL CHARGE(S): VIOLATION OF PRIVACY IN THE FIRST DEGREE (§711-1110.9(1)(a) HRS)		CHARGE(S) TO WHICH DEFENDANT PLED: VIOLATION OF PRIVACY IN THE FIRST DEGREE (§711-1110.9(1)(a) HRS)		
DEFENDANT IS CONVICTED AND FOUND GUILTY OF: VIOLATION OF PRIVACY IN THE FIRST DEGREE (§711-1110.9(1)(a) HRS)				
FINAL JUDGMENT AND SENTENCE OF THE COURT: PROBATION: FOUR (4) YEARS, TO RUN CONCURRENT WITH ANY OTHER SENTENCE CURRENTLY SERVING NO RESTITUTION ORDERED. (SEE ATTACHED TERMS AND CONDITIONS) (Amended Judgment of Conviction and Probation Sentence shall be effective nunc pro tunc to January 9, 2025. Judgment amended to correct Defendant's plea).				
DATE March 20, 2025	JUDGE KEVIN A. SOUZA	SIGNATURE /s/ Kevin A. Souza 		
NOTICE OF ENTRY				
THIS ORDER HAS BEEN ENTERED AND COPIES MAILED OR DELIVERED TO ALL PARTIES.				
DATE March 20, 2025	CLERK Nicole Sarne	SIGNATURE /s/ Nicole Sarne		

Form CC-CR-DIV-022

EXHIBIT 1

This decision has been redacted and reformatted for publication purposes and contains all of the original text of the actual decision.

STATE OF HAWAII`I
CIRCUIT COURT OF THE
FIRST CIRCUIT

**TERMS AND CONDITIONS OF
PROBATION**

CASE NUMBER
1CPC-23-0000821

TO DEFENDANT:

JOSHUA MAAFALA

IT IS THE ORDER OF THE COURT THAT DURING YOUR TERM OF PROBATION YOU SHALL COMPLY IN ALL RESPECTS WITH THE FOLLOWING TERMS AND CONDITIONS:

1. You shall not commit another federal or state crime or engage in criminal conduct in any foreign jurisdiction or under military jurisdiction that would constitute a crime under Hawaii law during your deferred term or term of probation;
2. You shall report to your probation officer as ordered by the court or by your probation officer. After this hearing or upon your release from confinement, you are ordered to report immediately to:

Adult Client Services
777 Punchbowl Street
Honolulu, HI 96813
(808) 539-4500

or upon release from any term of confinement, you are ordered to schedule an appointment with your probation officer or an Adult Client Services Branch designee within 24 hours of release;
3. You shall not leave the island of O`ahu unless you first obtain permission to leave from your probation officer or the Court;
4. You shall report any change of address, telephone number, or employment to your probation officer before any such change;
5. You shall promptly notify your probation officer if you are arrested or questioned by a law enforcement officer; and
6. You shall permit your probation officer to visit your home and any other places specified by the Court at all reasonable times.
7. You shall make restitution for losses suffered by the victim(s) if the court has ordered restitution pursuant to §706-646, H.R.S.;
8. Your further special conditions of probation are as follows: You shall:
 - a. Follow all reasonable instructions which are given to you by your probation officer;
 - b. Not own or possess any firearms or ammunition. If you have any firearms or ammunition, you must immediately turn them in to the appropriate county police department;

YOUR FURTHER SPECIAL TERMS AND CONDITIONS OF PROBATION ARE ATTACHED.

WARNING:

IF YOUR WHEREABOUTS BECOME UNKNOWN TO YOUR PROBATION OFFICER BECAUSE OF YOUR FAILURE TO KEEP HIM/HER INFORMED, THE COURT MAY ORDER YOUR ARREST. UPON ANY FAILURE TO COMPLY WITH EACH OF THE TERMS AND CONDITIONS OF YOUR PROBATION, INCLUDING SPECIAL CONDITIONS, THE COURT MAY REVOKE YOUR PROBATION AND SENTENCE YOU TO PRISON OR CHANGE OR ADD TO THE CONDITIONS OF YOUR PROBATION.

YOU ARE FURTHER INFORMED THAT YOU ARE PROHIBITED FROM OWNING OR POSSESSING ANY FIREARM OR AMMUNITION PURSUANT TO HRS § 134-7.

THE TERMS AND CONDITIONS OF PROBATION HAVE BEEN EXPLAINED TO ME; I FULLY UNDERSTAND THEM, AGREE TO ABIDE BY THEM IN EVERY WAY AND UNDERSTAND THE CONSEQUENCES. I HAVE RECEIVED A COPY OF THESE TERMS AND CONDITIONS OF PROBATION.

DATE

DEFENDANT'S SIGNATURE

SIGNATURE OF PROBATION OFFICER

8. SPECIAL CONDITIONS OF PROBATION

YOU SHALL:

- A. Follow all reasonable instructions which are given to you by your probation officer;
- B. Not own or possess any firearms or ammunition. If you have any firearms or ammunition, you must immediately turn them in to the appropriate county police department;
- C. Provide buccal swab samples and print impressions of each hand and, if required by the collecting agency's rules or internal regulations, blood specimens required for law enforcement identification analysis;
- D. Pay a monetary assessment of \$500.00 or the actual cost of the DNA analysis, whichever is less, to the DNA registry special fund. **Fee waived due to finding of inability to pay;**
- E. Serve a jail term of six (6) months, with credit for time already served, to run concurrent with any other sentence currently serving. However, all but 30 days of the six (6) months jail sentence is suspended pending Defendant's successful completion of probation. Defendant shall serve 30 days jail. Mittimus is stayed until Friday, January 10, 2025 at 8:30 a.m. Defendant shall return to Court on January 10, 2025 at 8:30 a.m. for Execution of Mittimus;
- F. Work full-time or attend educational/vocational training as approved by your probation officer throughout the period of probation except as precluded by residential treatment and/or disability;
- G. Pay to the Crime Victim Compensation fund \$105.00;
- H. Pay the Probation Services fee in the amount of \$150.00;
- I. Pay the Internet Crime Against Children fee in the amount of \$100.00;
- J. Pay a Drug Demand Reduction assessment in the amount of \$150.00. **Fee waived due to finding of inability to pay;**
- K. Pay the Crime Victim Compensation fee, Probation Services fee, Internet Crime Against Children fee and Extradition Costs, if any, at the rate at least \$30.00 per month, unless incarcerated. Payment shall be applied to the foregoing obligations in the same order as they are listed in this paragraph. Any modifications in the manner of payment must be approved by the court;

8. SPECIAL CONDITIONS OF PROBATION

YOU SHALL:

- L. Not possess, use, or consume any alcohol, unprescribed or illegal drug, nor possess any drug-related paraphernalia or be in the presence of anyone using any illegal drugs;
- M. Submit to urinalysis and other alcohol/drug testing protocol, at your own expense as directed by your probation officer. **Any positive finding(s), a failure to provide a valid specimen within thirty (30) minutes, the use of a tampering device or a specimen determined to be adulterated or inconsistent with human urine by laboratory testing may be considered prima facie evidence of probation violation;**
- N. Submit to drug/alcohol assessment at your own expense as directed by your probation officer;
- O. Obtain/maintain/and participate satisfactorily in substance treatment as directed by your probation officer until clinically discharged with the concurrence of your probation officer. You shall be responsible for payment for such treatment;
- P. Submit at reasonable times to a search of your person, residence, vehicle, or other sites and property under your control by any probation officer, with or without a warrant, based on reasonable suspicion that illicit substance(s) or other contraband, (which may include firearms and/or ammunition and/or pornographic or sexually explicit materials) may be in the place(s) of a search. Any illicit substance(s) or contraband found or observed in such a search may be seized;
- Q. Not contact or attempt to contact, directly or indirectly, the victim, Kalena Mirafuentes, or any other party significantly related to the victim, without the prior knowledge and authorization of your probation officer;
- R. Sign a Waiver of Extradition;
- S. Pay all incurred extradition costs to the Department of Finance, State of Hawaii, upon being extradited to Hawaii under the Interstate Compact for Adult Offender Supervision or as requested by the Adult Client Services Branch;
- T. As determined by your probation officer, participate in and complete service plan(s) in relation to your Level of Service Inventory-Revised and other assessment results;

8. SPECIAL CONDITIONS OF PROBATION

YOU SHALL:

- U. Participate satisfactorily in the Hawaii Sex Offender Treatment Program (HSOTP) with the provision that you obtain and maintain sex offender treatment, as approved by your probation officer, at your own expense until clinically discharged with the concurrence of your probation officer. Monthly progress reports are to be submitted to your probation officer by your therapist. If your probation officer deems you to be financially unable to pay, you shall participate in treatment with a Judiciary contracted therapist with payment to be made in accordance with the Adult Client Services Branch payment formula;
- V. Refrain from purchasing possessing or accessing any pornographic or sexually explicit materials, and refrain from going to places where such materials are available; and
- W. Comply with the Hawaii Sex Offender Registry Law pursuant to HRS 846E.

