

**BEFORE THE BOARD OF PRIVATE SECURITY
STATE OF MONTANA**

In the Matter of BLACK KNIGHT SECURITY & INVESTIGATION, Contract Security Company, License No. 289.	Case No. 2020-PSP-104 2020-PSP-105 FINAL ORDER
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The Montana Board of Private Security, giving primary consideration to sanctions necessary to protect and compensate the public and secondary consideration to sanctions designed to rehabilitate Black Knight Security & Investigation, approves, adopts, and incorporates all terms and conditions of the fully executed Stipulation as its Findings of Fact, Conclusions of Law, and Final Order.

DATED 10/23/2020 | 11:50:01 AM MDT

DocuSigned by:

Wynn Meekhan

5459EB3D08024C9
Presiding Officer, Adjudication Panel
Montana Board of Private Security

CERTIFICATE OF SERVICE

I certify I served a true and accurate copy of the foregoing ***STIPULATION AND FINAL ORDER*** by placing it in the United States Postal Service mail, first-class postage prepaid, addressed to the following:

BLACK KNIGHT SECURITY & INVESTIGATION
WADE HERBERT, OWNER
PO BOX 1056
MISSOULA MT 59806-1056

DATED 10/23/2020 | 12:17:19 PM MDT

DocuSigned by:

Tiffany Clipper

6EBE2B9734D04B2...
Department of Labor and Industry

Final Order

In Re Black Knight Security Investigations, Case No. 2020-PSP-104 and 2020-PSP-105

**BEFORE THE BOARD OF PRIVATE SECURITY
STATE OF MONTANA**

In the Matter of BLACK KNIGHT SECURITY & INVESTIGATION, Contract Security Company, License No. 289.	Case No. 2020-PSP-104 2020-PSP-105 STIPULATION
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The Department of Labor and Industry (Department), through its legal counsel and Black Knight Security & Investigation (Black Knight or Respondent), enter this Stipulation and agree as follows:

1. Black Knight holds a contract security company license, number 289, issued on or about May 11, 2010. Black Knight's license is active through March 1, 2021.
2. Black Knight is owned and operated by Wade Herbert.

2020-PSP-104

3. On January 30, 2020, Mark Fiorentino filed a complaint against Black Knight and Mr. Herbert for operating without resident managers at Black Knight's Missoula and Billings offices.
4. Mr. Fiorentino alleged that sometime in 2016 or 2017, while he was working for Black Knight, Mr. Herbert moved to Arizona and that Mr. Herbert was listed on Black Knight's license as its resident manager for the Missoula and Billings offices at that time.
5. On February 10, 2020, Mr. Herbert responded to the complaint on behalf of Black Knight. Mr. Herbert stated that he owns property in Maricopa, Arizona, and commutes between Arizona and Montana monthly.

Amended Stipulation

In Re Black Knight Security Investigations, Case No. 2020-PSP-104 and 2020-PSP-105

6. Mr. Herbert asserted that “[w]ith today’s technology I am in daily contact with my command staff at Black Knight.” He further stated that he is in contact with all of his clients, and makes all decisions regarding clients, contracts, and disciplinary action concerning all of his staff.

7. Mr. Herbert argued that the word “typically” within ARM 24.182.525(5)(a) (requiring a resident manager to be “typically present during regular Monday through Friday business hours”) means “in most cases, usually.” He further contended that because in the private security industry most work is done at night, having someone sit in an office during business hours would not be cost effective.

8. Mr. Herbert noted that Mr. Fiorentino is a former employee of Black Knight who left to start his own security company. Mr. Herbert alleged that Mr. Fiorentino submitted a complaint in retaliation for Black Knight’s firearms instructor’s refusal to provide a certification for another former Black Knight employee recently hired by Mr. Fiorentino’s company.

9. Nikki Hill, Vice President of Operations for Black Knight, provided an additional response on behalf of Black Knight. She stated that she and Mr. Herbert are in constant contact on a daily basis regarding company operations. She confirmed that Mr. Herbert “is aware, involved and has final say in all Black Knight business decisions.”

10. The Screening Panel discussed the complaint and response at its April 24, 2020, meeting and found reasonable cause to believe Black Knight committed unprofessional conduct justifying disciplinary proceedings.

2020-PSP-105

11. On January 30, 2020, Gabriel Garr, another former employee of Black Knight, filed a complaint against Wade Herbert, owner of Black Knight.

Amended Stipulation

12. Mr. Garr alleged that on July 21 and 22, 2019, he completed his training and testing to obtain an armed endorsement for his security guard license. Mr. Garr further alleged that Black Knight's uniform division supervisor, Dave Schreiber, told him he could carry a weapon on the job, that he assumed Black Knight completed the necessary paperwork to obtain his armed endorsement, and that thereafter he carried a firearm for approximately four months while on the job with Black Knight.

13. Mr. Garr explained that on January 1, 2020, after he left Black Knight and began working for North Star Security, Mr. Fiorentino's company, he learned that he did not have an armed endorsement and had been carrying a firearm without the required endorsement on his license.

14. Mr. Schreiber and Black Knight's firearms instructor, Andrew Lauckner responded on behalf of Black Knight.

15. Mr. Schreiber explained the information Black Knight provides to employees regarding armed endorsements. In particular, Mr. Schreiber stated that employees are told that until the employee and Black Knight receive proof of the armed endorsement on the employee's license, the employee may not carry a firearm while on duty for Black Knight. Mr. Schreiber asserted that Mr. Garr received this information, and that Mr. Lauckner informed Mr. Garr that Mr. Garr was responsible for submitting an armed endorsement application. Mr. Schreiber denies telling Mr. Garr that Mr. Garr could carry a firearm on duty prior to receiving an armed endorsement on his license.

16. Like Mr. Schreiber, Mr. Lauckner asserted that Black Knight representatives told Mr. Garr that Mr. Garr was responsible for submitting an armed endorsement application and could not carry a firearm on duty until he received the endorsement. Mr. Lauckner also pointed

out that Mr. Garr qualified with a Glock 17 but claimed in his complaint to have carried a Glock 19 while on duty, in violation of the Board's rules.

17. The Screening Panel discussed the complaint and response at its April 24, 2020 meeting and voted to table the matter and request additional information.

18. By letter dated April 28, 2020, the Department requested additional information from Mr. Garr.

19. Mr. Garr responded on May 11, 2020. He noted that he began carrying a Glock 19 after July 22, 2019, and he claimed that several Black Knight employees witnessed him carrying that weapon on the job.

20. The Department forwarded Mr. Garr's supplemental information to Black Knight, and Black Knight responded on or about July 11, 2020. Black Knight's response included letters from Mr. Herbert, Ms. Hill, and several Black Knight employees, as well as the previously submitted letters from Mr. Schreiber and Mr. Lauckner.

21. In his letter, Mr. Herbert explained that all Black Knight employees are told they may not carry a firearm on duty until they receive an armed endorsement, and as such, employees who see another guard carrying a weapon assume the armed guard has followed the rules and has the proper endorsement. Mr. Herbert did not deny that Mr. Garr carried a firearm without an endorsement while working for Black Knight. Mr. Herbert stated, "The fact that other Officers that work for Black Knight saw Mr. Garr carrying a firearm on duty has nothing to do with that fact that he knew he was carrying it in violation of state board rules."

22. In her letter, Ms. Hill noted that she rarely saw Mr. Garr in uniform because he worked the graveyard shift. She stated, however, that she saw him once in uniform after his shift

and that she did not see a firearm on his person at that time. She also related that Mr. Garr repeatedly violated policies and rules while employed with Black Knight.

23. Black Knight included in its supplemental response letters from seven other employees beyond Ms. Hill, Mr. Lauckner, and Mr. Schreiber. Those employees wrote primarily that Black Knight trained them properly and informed them they were not to carry a firearm at work until they received their armed endorsement card. None of the writers contradicted Mr. Garr's claim that he carried a firearm for several months while working for Black Knight.

24. One of the seven letters came from Anthony Wienke, whom Mr. Garr identified as having seen him (Mr. Garr) carrying a weapon on duty. Mr. Wienke explained that when he sees another employee carrying a firearm, he assumes they are doing so with the proper authorization and does not ask them about it. Mr. Wienke further noted, "I certainly wouldn't have turned a blind eye to the matter had I known that someone was carrying a firearm without the proper legality behind them."

25. The Screening Panel reviewed the matter again at its July 24, 2020 meeting and found reasonable cause to believe Black Knight committed unprofessional conduct justifying disciplinary proceedings.

B. AGREED CONCLUSIONS OF LAW

1. The Board has subject matter jurisdiction and legal authority to bring this action under Mont. Code Ann. Title 37, ch. 1 and 60, and Admin. R. Mont. Title 24, ch. 101 and 182. For disciplinary purposes, the Board retains jurisdiction over the license for two years after lapse. Mont. Code Ann. § 37-1-141.

Amended Stipulation

2. The Department serves notice on the licensee following a Screening Panel's reasonable cause finding pursuant to Mont. Code Ann. § 37-1-309.

3. A licensee may request a hearing pursuant to Mont. Code Ann. § 37-1-309, or enter a Stipulation with the Department pursuant to Mont. Code Ann. § 2-4-603(1).

4. Respondent's failure to have a resident manager on site at its Missoula and Billings offices constitutes unprofessional conduct as defined by Admin. R. Mont. 24.182.525(5)(a) and (b).

5. Respondent's failure to adequately supervise and manage Mr. Garr and prevent Mr. Garr from carrying a firearm on duty without an armed endorsement constitutes unprofessional conduct as defined by Admin. R. Mont. 24.182.2301(12). *See also* Mont. Code Ann. § 37-60-401.

6. Upon a decision a licensee has violated Title 37 of the Mont. Code Ann. or is unable to practice with reasonable skill and safety due to a physical or mental condition or upon stipulation of the parties, the Board may issue an order entering sanctions authorized by Mont. Code Ann. § 37-1-312.

C. AGREED SANCTIONS

1. Administrative Fine. Respondent will pay an administrative fine in the amount of \$200.00, the amount should be paid by cashier's check or money order, payable to the Montana Board of Private Security. Such payment shall be tendered to the Board office at:

Department of Labor and Industry
Compliance Unit
301 South Park Avenue
PO Box 200514
Helena MT 59620-0514

Amended Stipulation

no later than 30 days following the execution of the Final Order in this matter. Mont. Code Ann. § 37-1-312(1)(h). If the Department, the Board, or its Screening Panel finds reasonable cause to believe that Respondent failed to tender the administrative fine within the time specified, Respondent has violated the terms of this Stipulation. Respondent may be subject to further discipline, including suspension or revocation, pursuant to Mont. Code Ann. § 37-1-316(8).

2. New Resident Manager.

a. Within 60 days following the execution of the Final Order in this matter, Respondent shall submit applications for new resident managers for each existing office location in accordance with ARM 24.182.523. If the Department, the Board, or its Screening Panel finds reasonable cause to believe that Respondent failed to submit applications for resident managers within the time specified, Respondent has violated the terms of this Stipulation. Respondent may be subject to further discipline, including suspension or revocation, pursuant to Mont. Code Ann. § 37-1-316(8).

b. Within 180 days following the execution of the Final Order in this matter, Respondent shall employ a licensed resident manager for each existing office location in accordance with ARM 24.182.525(4) and (5). If the Department, the Board, or its Screening Panel finds reasonable cause to believe that Respondent failed to employ a licensed resident manager for each existing branch office within the time specified, Respondent has violated the terms of this Stipulation. Respondent may be subject to further discipline, including suspension or revocation, pursuant to Mont. Code Ann. § 37-1-316(8).

3. Self-Audit. Respondent shall audit its employees twice following execution of the Final Order—once 180 days after execution and once 360 days after execution. During these

audits, Respondent shall verify (1) whether each of its employees carries or has carried a firearm while on duty for Respondent, and (2) for any employee who carries or has carried a firearm on duty for Respondent, whether such employee (a) has the required armed endorsement on his or her license and (b) carries the firearm with which he or she qualified for the endorsement. Respondent shall document the results of these audits in writing and, following each audit, promptly submit that documentation to the Department at the address provided in Paragraph C.1. above. The documentation shall list each of Respondent's employees along with the information required above for each employee. Respondent shall include with the audit documentation a written statement signed by Respondent's authorized representative attesting that the audit documentation is complete and accurate. Failure to comply with any part of this condition will constitute a violation of the terms of this Stipulation and may result in further discipline, including suspension or revocation, pursuant to Mont. Code Ann. § 37-1-316(8). Should the audit documentation indicate or reveal that Respondent or any other entity or person subject to the Board's jurisdiction has engaged in unprofessional conduct or otherwise violated any laws or rules under the Board's jurisdiction, the Board and the Department reserve the right to initiate a complaint, investigation, or disciplinary action against such entity or person.

D. ADDITIONAL PROVISIONS

1. Waiver of Rights. Respondent has read and understands each term of the *Notice of Proposed Board Action and Opportunity for Hearing* (Notice) and this Stipulation, and understands the various rights provided, including the right to: a hearing before an impartial hearing examiner; present evidence, testify, and confront and cross-examine witnesses at the hearing; be represented by legal counsel; subpoena witnesses; request judicial review and appeal; and all other rights under Mont. Code Ann. Title 2, ch. 4, pt. 6 (Montana Administrative

Procedure Act), Title 37, ch. 1 and 60, and other applicable law. Respondent desires to avoid unnecessary expenditure of time and other valuable resources to resolve this matter. Therefore, Respondent voluntarily and knowingly waives the rights listed above and elects to resolve this matter on the terms and conditions of this Stipulation and acknowledges that no promise, other than those contained in this Stipulation, and no threat or improper assertion has been made by the Board or Department or by any member, officer, agent, or representative of the Board or Department to induce Respondent to enter into this Stipulation.

2. Release. This Stipulation is a final compromise and settlement of this contested case proceeding. Respondent, and assigns, agents, and representatives of Respondent, release the Board, its members, officers, agents, or representatives from any and all liability, claim, and cause of action, whether now known or contemplated, including but not limited to, any claims under Mont. Code Ann. Title 2, ch. 9, pt. 3 (Montana Tort Claims Act), as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case, its processing, investigation, litigation, or from the negotiation or execution of this Stipulation.

3. Entire Agreement. This Stipulation contains the entire agreement of the parties. All prior discussions and writings are superseded by this Stipulation, and no discussion by the Board prior to the approval of this Stipulation may be used to interpret or modify it. Any modification requires a written amendment signed by both parties and final Board approval.

4. Severability. If a court or administrative tribunal declares any term or condition contained in this Stipulation to be unenforceable for any reason, the unenforceable term or condition shall be severed from the remainder of this Stipulation, and the remainder of this Stipulation shall be interpreted and enforced according to its original intent.

5. Reservation. This Stipulation does not restrict the Board from initiating disciplinary action concerning allegations of unprofessional conduct that occur after the date Respondent signs this Stipulation or concerning allegations of conduct not specifically mentioned in this Stipulation that are now known to the Board or yet to be discovered.

6. Stipulation Subject to Final Approval. This Stipulation is subject to final approval by the Board.

7. Renewed Right to Hearing – Inadmissibility of Stipulation. If the Board considers and does not approve this Stipulation, it is withdrawn and may not be considered as evidence for any purpose. Respondent will have a renewed 20 days from the date of the publicly noticed Board meeting to submit a written request for a hearing in this matter. Failure by Respondent to request a hearing constitutes a default and allows the Board to enter a Final Order of discipline against Respondent. If, instead, this case proceeds to hearing, Respondent will assert no claim that the Board was prejudiced by its review and discussion of this Stipulation or of any record relating to this Stipulation.

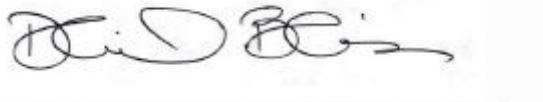
8. Public Documents. The Notice and this Stipulation and Final Order issued by the Board are public documents that the Department, at minimum, must make publicly available on the Department's website and professional databases, and may otherwise distribute to other interested persons or entities.

9. Complying with the Terms of the Stipulation. Respondent's failure to strictly abide by the terms of the Stipulation shall constitute a violation of the Final Order of the Board and may result in a separate disciplinary action against Respondent's license. Mont. Code Ann. § 37-1-316(8). Alternatively, Respondent's failure to strictly abide by the terms of the Stipulation may result in administrative suspension of Respondent's license until Respondent

complies with the terms of the Stipulation and pays a reinstatement fee. Mont. Code Ann. § 37-1-321.


By: _____
Black Knight Security & Investigation
Wade Herbert, Owner
Respondent

9/10/20
DATE



Daniel Baris
Department Counsel
Montana Board of Private Security

September 21, 2020

DATE

Daniel Baris
Special Assistant Attorney General
DEPARTMENT OF LABOR AND INDUSTRY
Office of Legal Services
301 South Park Avenue
P.O. Box 200514
Helena, MT 59620-0514
Telephone: (406) 841-2312
Fax: (406) 841-2313
E-mail: dlibsdllegalservices@mt.gov

**BEFORE THE BOARD OF PRIVATE SECURITY
STATE OF MONTANA**

In the Matter of BLACK KNIGHT SECURITY & INVESTIGATION, Contract Security Company, License No. 289.	Case No. 2020-PSP-104 2020-PSP-105 NOTICE OF PROPOSED BOARD ACTION AND OPPORTUNITY FOR HEARING
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On April 24 and July 24, 2020, the Screening Panel of the Montana Board of Private Security (Board), considered information presented by the Montana Department of Labor and Industry (Department), and directed issuance of this *Notice of Proposed Board Action and Opportunity for Hearing* (Notice), to Black Knight Security & Investigation (Black Knight or Respondent).

A. FACT ASSERTIONS

1. Black Knight holds a contract security company license, number 289, issued on or about May 11, 2010. Black Knight's license is active through March 1, 2021.
2. Black Knight is owned and operated by Wade Herbert.

2020-PSP-104

3. On January 30, 2020, Mark Fiorentino filed a complaint against Black Knight and Mr. Herbert for operating without resident managers at Black Knight's Missoula and Billings offices.

4. Mr. Fiorentino alleged that sometime in 2016 or 2017, while he was working for Black Knight, Mr. Herbert moved to Arizona and that Mr. Herbert was listed on Black Knight's license as its resident manager for the Missoula and Billings offices at that time.

5. On February 10, 2020, Mr. Herbert responded to the complaint on behalf of Black Knight. Mr. Herbert stated that he owns property in Maricopa, Arizona, and commutes between Arizona and Montana monthly.

6. Mr. Herbert asserted that "[w]ith today's technology I am in daily contact with my command staff at Black Knight." He further stated that he is in contact with all of his clients, and makes all decisions regarding clients, contracts, and disciplinary action concerning all of his staff.

7. Mr. Herbert argued that the word "typically" within ARM 24.182.525(5)(a) (requiring a resident manager to be "typically present during regular Monday through Friday business hours") means "in most cases, usually." He further contended that because in the private security industry most work is done at night, having someone sit in an office during business hours would not be cost effective.

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10. The Screening Panel discussed the complaint and response at its April 24, 2020, meeting and found reasonable cause to believe Black Knight committed unprofessional conduct justifying disciplinary proceedings.

2020-PSP-105

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12. Mr. Garr alleged that on July 21 and 22, 2019, he completed his training and testing to obtain an armed endorsement for his security guard license. Mr. Garr further alleged that Black Knight’s uniform division supervisor, Dave Schreiber, told him he could carry a weapon on the job, that he assumed Black Knight completed the necessary paperwork to obtain his armed endorsement, and that thereafter he carried a firearm for approximately four months while on the job with Black Knight.

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16. Like Mr. Schreiber, Mr. Lauckner asserted that Black Knight representatives told Mr. Garr that Mr. Garr was responsible for submitting an armed endorsement application and could not carry a firearm on duty until he received the endorsement. Mr. Lauckner also pointed out that Mr. Garr qualified with a Glock 17 but claimed in his complaint to have carried a Glock 19 while on duty, in violation of the Board's rules.

17. The Screening Panel discussed the complaint and response at its April 24, 2020 meeting and voted to table the matter and request additional information.

18. By letter dated April 28, 2020, the Department requested additional information from Mr. Garr.

19. Mr. Garr responded on May 11, 2020. He noted that he began carrying a Glock 19 after July 22, 2019, and he claimed that several Black Knight employees witnessed him carrying that weapon on the job.

20. The Department forwarded Mr. Garr's supplemental information to Black Knight, and Black Knight responded on or about July 11, 2020. Black Knight's response included letters

from Mr. Herbert, Ms. Hill, and several Black Knight employees, as well as the previously submitted letters from Mr. Schreiber and Mr. Lauckner.

21. In his letter, Mr. Herbert explained that all Black Knight employees are told they may not carry a firearm on duty until they receive an armed endorsement, and as such, employees who see another guard carrying a weapon assume the armed guard has followed the rules and has the proper endorsement. Mr. Herbert did not deny that Mr. Garr carried a firearm without an endorsement while working for Black Knight. Mr. Herbert stated, “The fact that other Officers that work for Black Knight saw Mr. Garr carrying a firearm on duty has nothing to do with that fact that he knew he was carrying it in violation of state board rules.”

22. In her letter, Ms. Hill noted that she rarely saw Mr. Garr in uniform because he worked the graveyard shift. She stated, however, that she saw him once in uniform after his shift and that she did not see a firearm on his person at that time. She also related that Mr. Garr repeatedly violated policies and rules while employed with Black Knight.

23. Black Knight included in its supplemental response letters from seven other employees beyond Ms. Hill, Mr. Lauckner, and Mr. Schreiber. Those employees wrote primarily that Black Knight trained them properly and informed them they were not to carry a firearm at work until they received their armed endorsement card. None of the writers contradicted Mr. Garr’s claim that he carried a firearm for several months while working for Black Knight.

24. One of the seven letters came from Anthony Wienke, whom Mr. Garr identified as having seen him (Mr. Garr) carrying a weapon on duty. Mr. Wienke explained that when he sees another employee carrying a firearm, he assumes they are doing so with the proper authorization and does not ask them about it. Mr. Weinke further noted, “I certainly wouldn’t

have turned a blind eye to the matter had I known that someone was carrying a firearm without the proper legality behind them.”

25. The Screening Panel reviewed the matter again at its July 24, 2020 meeting and found reasonable cause to believe Black Knight committed unprofessional conduct justifying disciplinary proceedings.

B. ASSERTIONS OF LAW

1. The Board has subject matter jurisdiction and legal authority to bring this action under Mont. Code Ann. Title 37, ch. 1 and 60, and Admin. R. Mont. Title 24, ch. 101 and 182. For disciplinary purposes, the Board retains jurisdiction over the license for two years after lapse. Mont. Code Ann. § 37-1-141.

2. Based on the fact assertions above, the Board found reasonable cause to believe Respondent violated the following statutes, rules, or standards, justifying disciplinary proceedings:

Administrative Rules of Montana

24.182.525 COMPANY LICENSURE AND BRANCH OFFICES

(5) Each branch office shall have at least one resident manager who:
(a) is typically present during regular Monday through Friday office hours; and
(b) has established to the board’s satisfaction that the resident manager meets the necessary experience qualifications of ARM 24.182.523.

24.182.2301 UNPROFESSIONAL CONDUCT

(12) Failing to render adequate supervision, management, training or control of auxiliary staff or other persons, including licensees, practicing under the licensee’s supervision or control.

3. Under to Mont. Code Ann. § 37-60-401, a licensee is “at all times legally responsible for the good conduct in the business of each employee, including the manager.” Further, a private security guard may not carry a firearm on duty without first

applying for and obtaining an armed endorsement to his or her license. *See* § 37-60-303(5), MCA; Admin. R. Mont. 24.182.420.

C. STATEMENT OF RIGHTS AND PROCEDURES

1. You may request a hearing to contest these charges. To exercise the right to a hearing, you must send a written request within 20 days of receipt of this Notice, addressed as follows:

Department of Labor and Industry
Office of Legal Services
301 South Park Avenue
P.O. Box 200514
Helena, MT 59620-0514

2. Failure to request a hearing within 20 days of the receipt of this Notice constitutes a default and allows the Board to enter a Final Order of discipline against you based on the facts available to it.

3. If you request a hearing within 20 days, the Commissioner of Labor and Industry will appoint an impartial hearing examiner to conduct the hearing. The hearing examiner will notify you and the Department of the time and place of the hearing. You have the right to appear in person or by or with counsel.

4. Procedural and substantive requirements governing this matter may be found at Mont. Code Ann. Title 2, ch. 4, pt. 6 (Montana Administrative Procedure Act) and Title 37, ch. 1, pt. 1 and 3, and ch. 60, including the right to: a hearing before an impartial hearing examiner; present evidence, testify, confront, and cross-examine witnesses at the hearing; be represented by legal counsel; subpoena witnesses; and request judicial review and appeal.

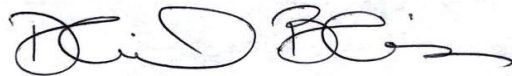
5. After a proposed decision of a hearing examiner, a default, or a stipulated agreement, the Board will issue a Final Order and may impose one or any combination of sanctions under Mont. Code Ann. § 37-1-312 or rules adopted by the Board, including:

- a. revocation of the license;
- b. suspension of the license for a fixed or indefinite term;
- c. restriction or limitation of the practice;
- d. satisfactory completion of a specific program of remedial education or treatment;
- e. monitoring of the practice by a supervisor approved by the disciplining authority;
- f. censure or reprimand, either public or private;
- g. compliance with conditions of probation for a designated period of time;
- h. payment of a fine not to exceed \$1,000.00 for each violation (deposited in the state general fund); and
- i. refund of costs and fees billed to and collected from a customer.

6. You may request judicial review of a Final Order of the Board entered after consideration of a proposed decision of a hearing examiner by filing a petition in district court within 30 days of the issuance of a Final Order.

7. In lieu of a hearing, you may enter into a stipulated agreement resolving potential or pending charges that include one or more sanctions authorized by law.

DATED this 8th day of September, 2020.



Daniel Baris
Special Assistant Attorney General
DEPARTMENT OF LABOR AND INDUSTRY

CERTIFICATE OF SERVICE

I certify I served a true and accurate copy of the foregoing ***NOTICE OF PROPOSED BOARD ACTION AND OPPORTUNITY FOR HEARING*** by placing it in the United States Postal Service mail, certified with return receipt requested and postage prepaid, addressed to the following:

BLACK KNIGHT SECURITY & INVESTIGATION
WADE HERBERT, OWNER
PO BOX 1056
MISSOULA, MT 59806-1056

DATED this 8th day of September 2020.



Department of Labor and Industry