

BOBBI W.Y. LUM-MEW 6299
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

Attorney for Department of Commerce
and Consumer Affairs

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STATE OF HAWAII

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BOARD OF BARBERING AND COSMETOLOGY
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Barber's License of) BAR 2008-4-L
)
CHRISTINE N. CHOCK,) FIRST AMENDED SETTLEMENT
) AGREEMENT PRIOR TO FILING OF
Respondent.) PETITION FOR DISCIPLINARY ACTION
) AND BOARD'S FINAL ORDER; EXHIBIT
) "1"
)

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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, and Respondent CHRISTINE N. CHOCK (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 licensed by the Board of Barbering
and Cosmetology (hereinafter the "Board") as a barber under license number BAR 2703. The

license was issued on or about January 1, 2003. The license will expire on or about December 31, 2011.

2. Respondent's mailing address for purposes of this action is 1601 H.L. Drive, [REDACTED]

3. RICO received a request for investigation from the Board after Respondent disclosed a criminal conviction on a renewal application.

4. RICO alleges that Respondent pled guilty in State of Hawaii v. Christine N. Chock, Cr. No. 07-1-1256 to charges including criminal use of a credit card and identity theft in the 2nd degree. A true and correct copy of the Amended Judgment of Conviction and Probation in State of Hawaii v. Christine N. Chock, Cr. No. 07-1-1256, is attached as Exhibit "1." This Exhibit has been redacted.

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") § 438-14(a)(7) (conduct constituting fraudulent or dishonest dealings).

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 licensed as a barber by the Board acknowledges that Respondent is 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. 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 license. Respondent states she applied for credit using fraudulent identification. Respondent states at the time she was out of work. Respondent states that since that time she has successfully completed drug treatment. Respondent states the incident did not, in any way, involve a customer.

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 No. BAR 2008-4-L.

8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Probation. Respondent's barber's license in the State of Hawaii is hereby placed on probation for a period of three years. During the probationary period, Respondent agrees to comply with the following terms and conditions:

2. Comply with terms and conditions of criminal judgment. Respondent agrees to comply with all terms and conditions of the amended judgment in State of Hawaii v. Christine N.

Chock, Cr. No. 07-1-1256, and to notify the Board within ten days (10) of any order or decision issued by the Court in State of Hawaii v. Christine N. Chock, Cr. No. 07-1-1256.

3. Administrative Fine. Respondent agrees to pay an administrative fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Payments will be made in monthly installments of at least \$50.00. The first payment will be due within thirty (30) days of the approval of this Settlement Agreement by the Board. Subsequent payments will be due every 30 days. Payments 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: Bobbi W.Y. Lum-Mew, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

4. 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 through C.3 above, Respondent's license 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 license 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 license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent 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.

5. 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 barbers in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

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

7. 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.

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 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.

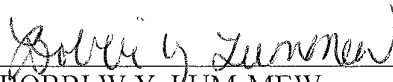
10. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument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

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

DATED: Honolulu, Hawaii, 05/17/10.

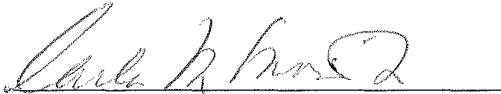

CHRISTINE N. CHOCK
Respondent

DATED: Honolulu, Hawaii, MAY 19 2010.


BOBBI W.Y. LUM-MEW
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE BARBER'S LICENSE OF CHRISTINE N. CHOCK; FIRST
AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. BAR 2008-4-L;
EXHIBIT "1"

APPROVED AND SO ORDERED:
BOARD OF BARBERING AND COSMETOLOGY
STATE OF HAWAII



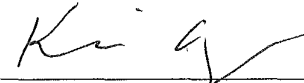
CARLA M. MORIOKA
Chairperson

June 9, 2010

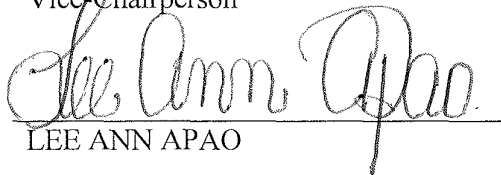
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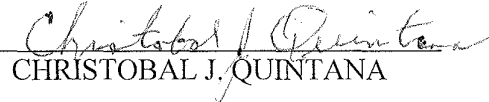
LANCE M. MARUGAME
Vice Chairperson



KAU'I ALAPA



LEE ANN APAO



CRISTOBAL J. QUINTANA

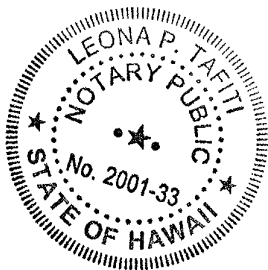


JUNE J. TAKANO

PVL 07/01/09

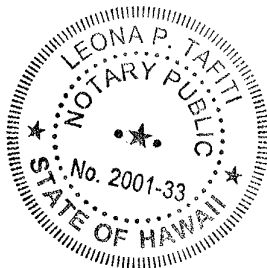
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 17 day of May, 2010, before me personally appeared
Christine H. Cheek, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as her free act and deed.

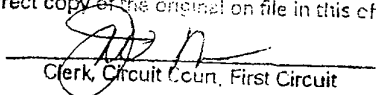
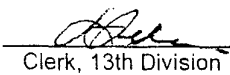
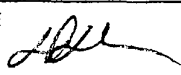
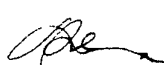


Name: LEONA P. TAFITI
Notary Public – State of Hawaii

My commission expires: January 23, 2013



NOTARY PUBLIC CERTIFICATION
Leona P. Tafiti, Notary Public, State of Hawaii
Doc. Description: First Amended Settlement Agreement filed to filing of Petition for Receivership of Achaia and Parents and other
No. of Pages: 08 Date of Doc: 05/17/2010
 Date: 05/17/2010

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT		AMENDED JUDGMENT OF CONVICTION AND PROBATION SENTENCE NOTICE OF ENTRY		CASE NUMBER: Cr. No. 07-1-1256
STATE VS. (DEFENDANT) CHRISTINE N. CHOCK Social Security Number: REDACTED		DATE OF HEARING: DECEMBER 19, 2007 SID: A-1042435 DOB: REDACTED		REPORT NUMBER(S): CT 1: 07-093056 CT 2: 07-093362 CT 3: 07-258853 CT 4: 07-258854 CT 5: 07-258855 CT 6: 07-258856 CT 7: 07-258857 CT 8: 07-258858 CT 9: 07-258859
Defense Counsel: Ronette M. Kawakami				
DEFENDANT'S PLEA: GUILTY		TRIAL: CHANGE OF PLEA		
ORIGINAL CHARGE(S): COUNT 1: IDENTITY THEFT IN THE 2ND DEGREE (\$708-839.7, H.R.S.) COUNT 2: FRAUDULENT USE OF CREDIT CARD (\$708-8100(2), H.R.S.) COUNT 3: THEFT IN THE 2ND DEGREE (\$708-831(1)(b), H.R.S.) COUNT 4: UNAUTHORIZED POSSESSION OF CONFIDENTIAL PERSONAL INFORMATION IN THE 2ND DEGREE (\$708-839.55, H.R.S.) COUNTS 5-9: FORGERY IN THE 2ND DEGREE (\$708-852, H.R.S.)		CHARGE(S) TO WHICH DEFENDANT PLED: COUNT 1: IDENTITY THEFT IN THE 2ND DEGREE (\$708-839.7, H.R.S.) COUNT 2: FRAUDULENT USE OF CREDIT CARD (\$708-8100(2), H.R.S.) COUNT 3: THEFT IN THE 2ND DEGREE (\$708-831(1)(b), H.R.S.) COUNT 4: UNAUTHORIZED POSSESSION OF CONFIDENTIAL PERSONAL INFORMATION IN THE 2ND DEGREE (\$708-839.55, H.R.S.) COUNTS 5-9: FORGERY IN THE 2ND DEGREE (\$708-852, H.R.S.)		
DEFENDANT IS CONVICTED AND FOUND GUILTY OF: COUNT 1: IDENTITY THEFT IN THE 2ND DEGREE (\$708-839.7, H.R.S.) COUNT 2: FRAUDULENT USE OF CREDIT CARD (\$708-8100(2), H.R.S.) COUNT 3: THEFT IN THE 2ND DEGREE (\$708-831(1)(b), H.R.S.) COUNT 4: UNAUTHORIZED POSSESSION OF CONFIDENTIAL PERSONAL INFORMATION IN THE 2ND DEGREE (\$708-839.55, H.R.S.) COUNTS 5-9: FORGERY IN THE 2ND DEGREE (\$708-852, H.R.S.)		PHOTOGRAPH (If Available)	FINGERPRINT (If Available)	
FINAL JUDGMENT AND SENTENCE OF THE COURT:				
CRIME VICTIM COMPENSATION FEE \$205.00 in Count 1 and \$105.00 in Counts 2-9, for a total of \$1,045.		SEE ATTACHMENT (TERMS AND CONDITIONS OF PROBATION)		
PROBATION: FIVE (5) YEARS AS TO EACH COUNT		I do hereby certify that this is a full, true and correct copy of the original on file in this office.		
CONCURRENT.		 Clerk, Circuit Court, First Circuit		
Defendant shall provide specimen samples and print impressions as required by H.R.S. Chap. 844D				
DATE JANUARY 22, 2008	JUDGE DEXTER D. DEL ROSARIO	FIRST CIRCUIT COURT STATE OF HAWAII FILED JANUARY 22, 2008 10:45 O'clock A. M.  Clerk, 13th Division		
	SIGNATURE 			
NOTICE OF ENTRY				
THIS JUDGMENT HAS BEEN ENTERED AND COPIES MAILED OR DELIVERED TO ALL PARTIES.				
DATE JANUARY 22, 2008	CLERK L. SAKUMA 			

[] ORIGINAL FILE [] OPA-Paul Mow [] DEFENSE-Ronette M. Kawakami [] PROBATION [] POLICE [] HCJDC [] PUBLIC SAFETY [] HPA [] CASHIERS [] ISD

rev. 02/17/2006

LANFORM021 - JUDGMENT OF CONVICTION AND PROBATION SENTENCE



TO: DEFENDANT, CHRISTINE N. CHOCK

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 during your 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, Hawaii 96813
(808) 539-4500;
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. Your further special conditions of probation are as follows:

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

7. 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. Work full time or attend educational/vocational training as approved by your probation officer throughout the period of probation except as precluded by treatment;
- D. Pay to the crime victim compensation fund \$205.00 in Count 1 and \$105.00 in Counts 2-9, for a total of \$1,045.00;
- E. Pay a probation services fee in the amount of \$150.00;
- F. Pay the crime victim compensation fee and probation services fee at the rate of at least \$10.00 per month. 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;
- G. Not possess, use, or consume any alcohol, unprescribed or illegal drug nor possess any drug-related paraphernalia;
- H. Submit to urinalysis or other similar assessment tests at your own expense as directed by your probation officer. **A positive finding or a failure to provide a specimen within two hours of instruction may be considered prima facie evidence of probation violation;**
- I. Submit to drug/alcohol assessment at your own expense as directed by your probation officer;
- J. Obtain and maintain substance abuse 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;

7. Special Conditions Of Probation

- K. 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 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;
- L. Obtain and maintain mental health treatment or services, including medication and/or tests if ordered, 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;
- M. Sign a Waiver of Extradition; and
- N. 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 on emotional/personal issues, attitude orientation, low self control, drugs and/or alcohol dependence, companions and family/marital relationships.