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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

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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CASE MANAGEMENT
LITIGATION SECTION

2011 OCT 19 A 9:59

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

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

In the Matter of the Beauty Operator's) BAR 2011-3-L
License of)
) SETTLEMENT AGREEMENT PRIOR TO
SUSAN NGUYEN) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
)
Respondent.)
)

241042211

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 SUSAN NGUYEN (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
& Cosmetology (hereinafter the "Board") as a beauty operator under license number BEO 8836.
The license was issued on or about January 1, 1986. The license will expire or forfeit on or about
December 31, 2011.

2. Respondent's mailing address for purposes of this action is 222 Papalaua Street, Suite 107, Lahaina, Hawaii 96761.

3. Respondent is the designated beauty operator for hair at Lahaina Hair & Nails. RICO issued citations for unlicensed beauty operator activity to two employees at Lahaina Hair & Nails. Said employees did not have the proper license and were engaged in beauty operator activity at this establishment without being supervised by Respondent.

4. RICO alleges that Respondent permitted unlicensed persons to perform activities which require a license.

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") § 439-19(a)(3) (permitting an unlicensed person to perform activities which require a license).

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 Respondents have 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 waive 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 beauty operator 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.

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. 2011-3-L.

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

C. TERMS OF SETTLEMENT:

1. Proper supervision of any apprentices or temporary permittees. Respondent agrees that she must supervise any apprentices or temporary permittees who are employed by the owner of this establishment as required by HRS Chapter 439 and the laws and rules relating to beauty operators and beauty shops.

2. Administrative fine. Respondent agrees to pay a fine in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). 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, Attn: Bobbi W.Y. Lum-Mew, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due within thirty (30) days from the date this Settlement Agreement is approved by the Board.

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 C.1 and C.2 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 licenses 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 desire 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.

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 beauty operators and beauty shops 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 C.6, C.7, C.8 and C.9 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

6. 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.

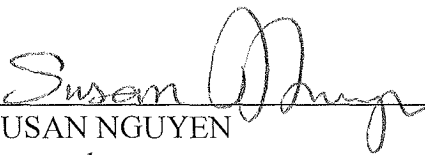
7. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

8. 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.

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.

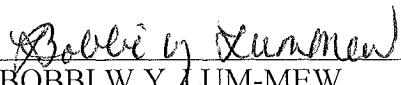
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Lahaina, Hawaii, oct 17 - 2011.



SUSAN NGUYEN
Respondent

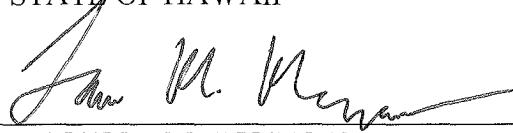
DATED: Honolulu, Hawaii, OCT 19 2011.



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

IN THE MATTER OF THE BEAUTY OPERATOR'S LICENSE OF SUSAN NGUYEN;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. BAR 2011-3-L.

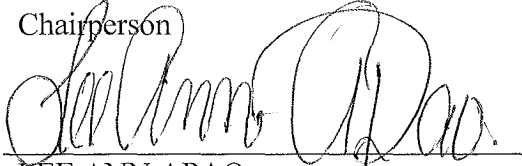
APPROVED AND SO ORDERED:
BOARD OF BARBERING AND COSMETOLOGY
STATE OF HAWAII



LANCE M. MARUGAME
Chairperson

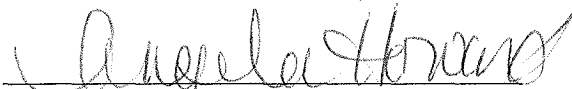
April 11, 2012

Date



LEE ANN APAO
Vice Chairperson

ALEXANDER B. CHOI



ANGELA HOWARD

CARLA M. MORIOKA



JUNE J. TAKANO

PVL 08/24/11

STATE OF HAWAII

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) SS.

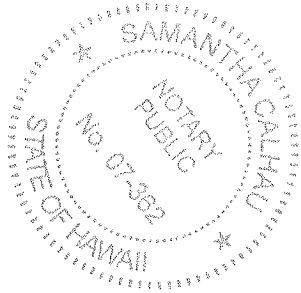
COUNTY OF MAUI

)

On this 17th day of October, 2011, before me personally appeared

Susan Nguyen, to me known to be the person described, and who executed the foregoing instrument and acknowledged that ~~he~~/she executed the same as his/~~her~~ free act and deed.

This 6th -page Settlement Agreement Prior to filing of petition for disciplinary action + boards document dated October 17, 2011 Final order was acknowledged before me by Susan Nguyen this 17th day of October, 2011, in the City of Kahana, in the County of Maui, in the State of Hawaii.



Samantha Cathau

Name: _____

Notary Public, State of Hawaii

Samantha Cathau

My commission expires 7/29/2015

My Commission expires: _____