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DENISE P. BALANAY 5526
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

2007 FEB -7 P 1:57

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

2007 FEB -2 A 9:45

Attorneys for Department of Commerce
and Consumer Affairs

BOARD OF CHIROPRACTIC EXAMINERS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

2007 MAR 15 P 2:45
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

In the Matter of the) CHI 2005-4-L
License to Practice Chiropractic of)
)
WILLIAM D. STOLTZ,) SETTLEMENT AGREEMENT AFTER
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
Respondent.)
)

SETTLEMENT AGREEMENT AFTER FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Respondent WILLIAM D. STOLTZ (hereinafter "Respondent"), and the Department of
Commerce and Consumer Affairs, through its Regulated Industries Complaints Office
(hereinafter "RICO"), through its undersigned attorneys, enter into this Settlement Agreement on
the terms and conditions set forth below.

A. UNCONTESTED FACTS

1. Respondent is licensed by the Board of Chiropractic Examiners (hereinafter the
"Board") as a chiropractor under License Number DC 866. Said license was issued on July 17,
2000 and currently has an expiration date of December 31, 2007.

2. The last known address for Respondent is **REDACTED INFORMATION**

3. On November 9, 2006, RICO filed a Petition for Disciplinary Action Against License to Practice Chiropractic, alleging that Respondents violated, in part, Hawaii Revised Statutes ("HRS") § 442-9(14) (hereafter "Petition").

4. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that he has the right to be represented by an attorney of his choosing in this matter and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely and voluntarily and under no coercion or duress.

3. Respondent has been informed of his right to have a hearing to determine the issues in RICO's investigation. Pursuant to HRS § 91-9(d), Respondent voluntarily waives his right to a hearing and agrees to a disposition 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 chiropractor by the Board acknowledges that he is subject to penalties including but not limited to, revocation, suspension or limitation of his license and civil fines, if the foregoing violations are proven at hearing.

5. Respondent does not admit that he has violated any law or rule, but acknowledges that RICO had sufficient cause to file a Petition for Disciplinary Action against his chiropractor 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 Case No. CHI 2005-4-L.

C. TERMS OF SETTLEMENT:

1. Suspension of License. Respondent voluntarily agrees to the suspension of his chiropractor license for a period of six (6) months. Said suspension shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of his licensure to the Executive Officer of the Board within ten (10) days after receipt of notice that his license has been suspended. Upon completion of the suspension period, if Respondent desires to practice chiropractic in the state of Hawaii, Respondent understands that he must apply to the Board for reinstatement or restoration pursuant to and subject to the requirements and conditions set forth in HRS §§ 92-17, 436B-20, and all other applicable laws and rules. Respondent understands the licensing authority may assess additional fees for reinstatement or restoration of a license.

2. Administrative fine. Respondent agrees to pay a fine in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00.). Said payment shall be made by **cashier's check or money order made payable to "State of Hawaii - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: Denise P. Balanay, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due no later than thirty (30) days following Board approval of this Settlement Agreement.

3. Failure to Comply with Settlement Agreement. If Respondent fails to fully comply with the terms set forth in paragraphs C.1 and C.2 above, Respondent's license shall be

automatically revoked for a period of five (5) years 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 his licensure to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. Upon completion of the revocation period, Respondent understands that he will need to apply to the Board for reinstatement pursuant and subject to the requirements and conditions set forth in HRS § 436B-21.

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

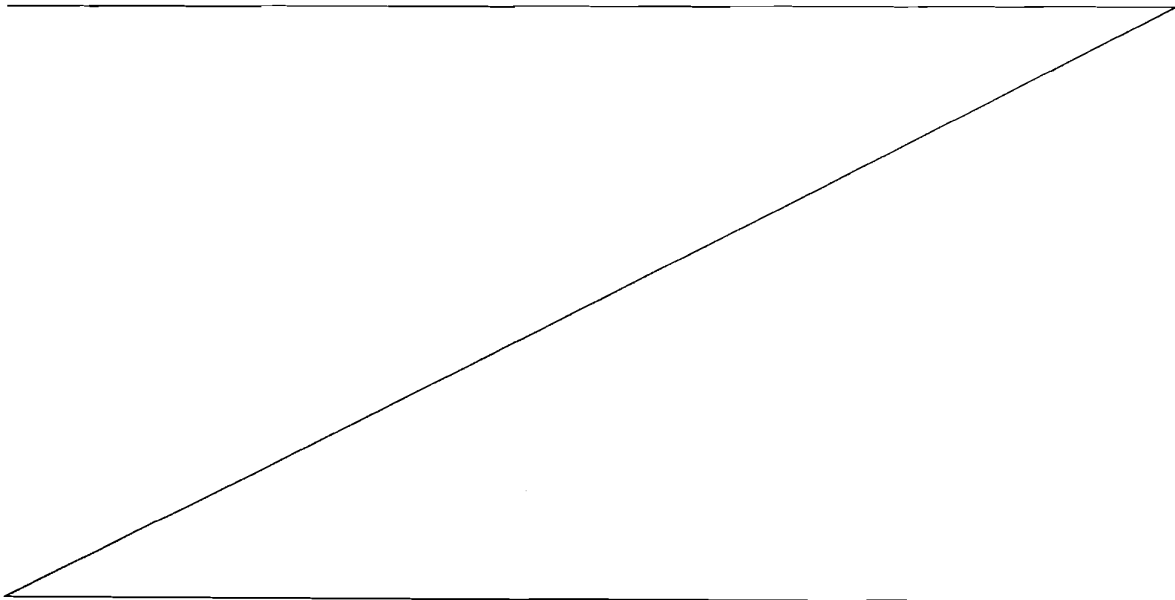
5. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.6, C.7, C.8, and C.9 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

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 he nor any attorney that he may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against him 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: Medford, Oregon, Jan 23, 2007
(CITY) (STATE) (DATE)

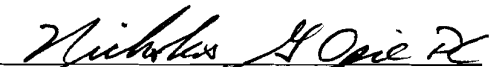
William D. Stoltz
WILLIAM D. STOLTZ
Respondent

DATED: Honolulu, Hawaii, FEB - 1 2007

Denise P. Balanay
DARIA A. LOY-GOTO
DENISE P. BALANAY
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE LICENSE TO PRACTICE CHIROPRACTIC OF WILLIAM D. STOLTZ; SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. CHI 2005-4-L

APPROVED AND SO ORDERED:
BOARD OF CHIROPRACTIC EXAMINERS
STATE OF HAWAII

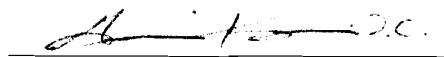

NICHOLAS G. OPIE, D.C.
Chairperson

March 1, 2007
DATE


FRANCIS G. BREWER, D.C.


NARIYOSHI HIRAOKA


FLORENTINA J. JOHNSEN


GINA KIM, D.C.

PVL 09/19/06

STATE OF OREGON)
)
COUNTY OF JOSEPHINE) SS.

On this 25 day of MARCH, 2007, before me personally appeared
WILLIAM D. STOLTZ, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as his free act and deed.



William D. Stoltz
Name: WILLIAM D. STOLTZ
Notary Public - State of OREGON
My Commission expires: 9/9/09