

JOHN T. HASSLER 5311
WENDY J. UTSUMI 6340
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

BOARD OF NATUROPATHIC MEDICINE
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

2016 APR 11 P 1:55

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2016 JUN 15 P 3:43
HEARINGS
OFFICE

In the Matter of the License to Practice) NAT 2016-1-L
Naturopathy of)
)
JACQUELINE HAHN, N.D.,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
)
Respondent.)
)

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(s), and Respondent JACQUELINE HAHN, N.D. (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 Naturopathic Medicine (hereinafter the "Board") as a naturopathic physician under license number ND 120. The license was issued on or about July 7, 1998. The license will expire or forfeit on or about December 31, 2017.
2. Respondent's mailing address for purposes of this action is 250 Keawe Street, Suite A, Hilo, Hawaii 96720.
3. On or about December 18, 2014, Respondent was issued a ticket for not having proof of no-fault insurance while operating a vehicle in the County of Hawaii. Respondent did

not appear in court on February 5, 2015 as directed by the ticket and a bench warrant was issued on that day.

4. On or about March 4, 2015, Respondent was convicted of one count of failure to appear in violation of Hawaii Revised Statutes ("HRS") § 803-6(e), a petty misdemeanor, based on Respondent's failure to appear for the December 18, 2014.

5. On her November 13, 2015 application to renew her license, Respondent answered "no" to question no. 3, "In the past 2 years, have you been convicted of a crime in which the conviction has not been annulled or expunged?"

6. RICO alleges that Respondent violated HRS §§ 436B-19(2) (making untruthful or improbable statements) and 455-11(a)(10) (procuring a license through misrepresentation).

7. 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 naturopathic physician 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 submits that she did not understand that she had been convicted of a crime on March 4, 2015 and did not intend to mislead the Board in answering "no" to question no. 3 on her November 13, 2015 renewal application.

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 resolve the issues raised in RICO's investigation in RICO Case No. NAT 2016-1-L.

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

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

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 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, Attn: Wendy J. Utsumi, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. 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 C.1 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.

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

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

5. No Objection if the 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.

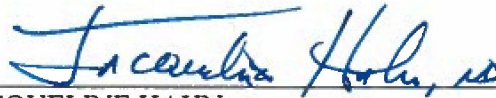
6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. 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.

8. 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: Hilo, Hawaii, April 5, 2016
(City) (State) (Date)



JACQUELINE HAHN
Respondent

DATED: Honolulu, Hawaii, APR 11 2016



JOHN T. HASSLER
WENDY J. UTSUMI
Attorneys for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE LICENSE TO PRACTICE NATUROPATHY OF JACQUELINE
HAHN, N.D.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. NAT 2016-1-L

APPROVED AND SO ORDERED:
BOARD OF NATUROPATHIC MEDICINE
STATE OF HAWAII



KEVIN R. GIBSON, ND
Chairperson

DATE June 15, 2016



RODNEY CHUN, ND



KATHRYN TAKETA-WONG, ND

PVL 07/01/15

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 5th day of April, 2016, before me personally appeared JACQUELINE HAHN, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

This 6-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated April 05, 2016 was acknowledged before me by JACQUELINE HAHN this 5th day of April, 2016, in the County of Hawaii, in the State of Hawaii.



Shyanne C. Kekona
Name: Shyanne C. Kekona
Notary Public, State of Hawaii

My Commission expires: June 23, 2017



Doc. Date: 04/05/2016 # Pages: 6
Notary Name: Shyanne C. Kekona 3rd Circuit
Doc. Description: Settlement agreement prior to filing of petition for disciplinary action; Board's Final order
Shyanne C. Kekona 04/05/2016
Notary Signature Date