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DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

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
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Attorney for Department of Commerce
and Consumer Affairs

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

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2011 JUN 23 P 12 30
HEARINGS OFFICE

In the Matter of the Beauty Operator's) RICO CASE NO. BAR 2011-10-L
License of)
)
JO ANNE GOZUM,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER
Respondent.)
)

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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 Jo Anne Gozum (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 16044.
The license was issued on or about February 7, 2006. The license will expire on or about
December 31, 2011.

2. Respondent's mailing address for purposes of this action is 91-1168 Kaiopua Street, Ewa Beach, Hawaii 96706.

3. RICO received information that Respondent was operating a beauty shop without the required beauty shop license and had employed an unlicensed person who did not have an apprentice permit.

4. RICO alleges that Respondent violated the Beauty Culture chapter or rules by not obtaining licensure of her beauty shop and allowing an unlicensed person to perform activities requiring a license in the shop.

5. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statutes: Hawaii Revised Statutes ("HRS") § 439-19(a)(4) (violation of this chapter or rules) and HRS § 439-19(a)(3) (permitting an unlicensed person to perform activities which require a license under this chapter).

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 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. BAR 2011-10-L.

8. 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: Bobbi Lum-Mew, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

2. Compliance with Licensure Requirements. Respondent agrees to obtain her beauty shop license within 90 days of the date of execution of this Settlement Agreement. Respondent agrees she will not operate her beauty shop until and unless she has obtained her beauty shop license. Once a beauty shop license is obtained, if Respondent intends to employ an apprentice, Respondent agrees that the proper apprentice permit will be obtained.

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 paragraph(s) C.1 and C.2 above, Respondent's beauty operator's license shall be automatically suspended upon RICO's filing of an affidavit with the Board attesting to such failure. Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice that this affidavit was filed.

Respondent understands that if Respondent desires to resume the practice of a beauty operator, Respondent must apply to the Board for reinstatement pursuant to and subject to the requirements and conditions set forth in HRS §§ 92-17, 436B-20, and all other applicable laws and rules in effect at the time. Respondent understands the licensing authority may assess additional fees for reinstatement of the license. If Respondent intends to practice as a beauty operator in her own shop, she understands that obtaining the beauty shop license is a condition to her reinstatement as a beauty operator.

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 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.

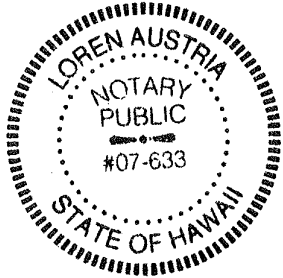
8. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not 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: Honolulu, Hawaii March 19, 2011






JO ANNE GOZUM
Respondent

MAR 22 2011

DATED: Honolulu, Hawaii, _____



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

IN THE MATTER OF THE BEAUTY OPERATOR'S LICENSE OF JO ANNE GOZUM;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. BAR 2011-10-L

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



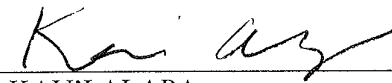
CARLA M. MORIOKA

~~Chairperson~~



LANCE M. MARUGAME

Chairperson



KAU'I ALAPA



JUNE J. TAKANO

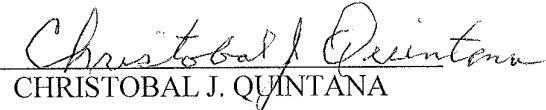
June 22, 2011

Date



LEE ANN APAO

Vice Chairperson



CHRISTOBAL J. QUINTANA

PVL 06/09/10

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

On this 19th day of MARCH, 2011, before me personally appeared
JOANNE C. BOZUM, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as her free act and deed.

[Signature]
Name: LOREN AUSTRIA
Notary Public – State of Hawaii

My commission expires: 12-02-2011

Doc. Date: 03-19-2011 # Pages: (8)
Name: LOREN AUSTRIA 1st Circuit
Doc. Description: BOARD OF BARBERS
AND COSMETOLOGY HETI/COMMENCE
[Signature] 03-19-2011
Signature Date
NOTARY CERTIFICATION

