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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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Honolulu, Hawaii 96813
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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
STATE OF HAWAII
HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
2009 AUG 13 A 10:20
HEARINGS OFFICE

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

In the Matter of the Beauty Shop) COS 2007-93-L
License of)
)
DBTT, Inc. doing business as) SETTLEMENT AGREEMENT PRIOR TO
HOLLYWOOD NAIL & SPA,) 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 DBTT, Inc. doing business as HOLLYWOOD
NAIL & SPA (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 beauty shop under License Number BSH 4251.

The license was issued on or about February 6, 2007. The license will expire on or about December 31, 2009.

2. Respondent's mailing address for purposes of this action is **REDACTED INFORMATION**

3. RICO alleges that on or about December 19, 2007, Respondent permitted an unlicensed person to perform activities which require a license in its beauty shop.

4. The foregoing allegation, 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(3) (permitting unlicensed person) and Hawaii Administrative Rules ("HAR") § 16-78-6 (beauty shop responsible).

5. 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 shop 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 admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HRS § 439-19(3) (permitting unlicensed person) and HAR § 16-78-6 (beauty shop responsible).

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. COS 2007-93-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: Tammy Y. Kaneshiro, 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. 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. 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 beauty shops in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

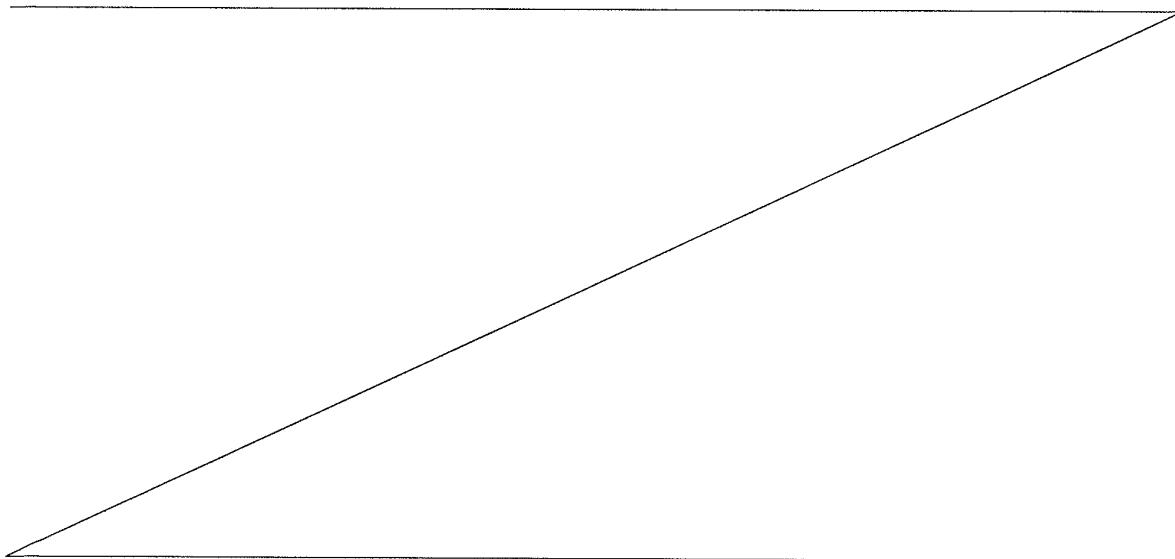
4. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.5., C.6., C.7. and C.8. below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. No Objection if 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: Hon, Hawaii, 6/24/09.
(City) (State) (Date)

DBTT, Inc. doing business as HOLLYWOOD
NAIL & SPA
Respondent

By: Debbie Fran
Its officer

DATED: Honolulu, Hawaii, 6/24/09.

JK
TAMMY Y. KANESHIRO
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE BEAUTY SHOP LICENSE OF DBTT, INC. DOING
BUSINESS AS HOLLYWOOD NAIL & SPA; SETTLEMENT AGREEMENT PRIOR TO
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. COS 2007-93-L

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

CARLA M. MORIOKA
Chairperson

August 12, 2009
Date

Lance M. Marugame
LANCE M. MARUGAME
Vice-Chairperson

KAU'I ALAPA

Lee Ann Apao
LEE ANN APAO

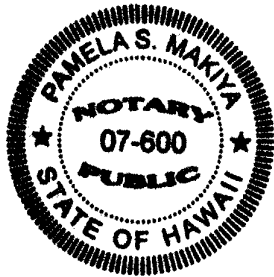
Christobal J. Quintana
CHRISTOBAL J. QUINTANA

June J. Takano
JUNE J. TAKANO

PVL 07/01/09

STATE OF Hawaii)
City of)
COUNTY OF Honolulu) SS.

On this 24th day of June, 2009, before me personally appeared Debbie Tran, to me known to be the person described, and who executed the foregoing instrument on behalf of OBTT, Inc. as Secretary, and acknowledged that he/she executed the same as his/her free act and deed.



Pamela S. Makiya
Name: Pamela S. Makiya
Notary Public, State of Hawaii

My Commission expires: 11/25/2011

Pamela S. Makiya, First Circuit Doc. Date: 6/24/09
Pages: 8 Doc. Description: Settlement Agreement
Prior to Filing of Petition for Disciplinary Action &
Pamela S. Makiya 6/24/09 Board's Final Order
Notary Signature Date

NOTARY CERTIFICATION