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DEPT OF COMMERCE
CONSUMER AFFAIRS
STATE OF HAWAII

ERIC A. IRWIN 10393
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, 9th Floor
Honolulu, Hawaii 96813
Telephone: (808) 586-2660

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

eFiled 2022 Dec 29 a 07:45

Attorney for Department of Commerce
and Consumer Affairs

HEARINGS OFFICE

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

In the Matter of the License to Practice Chiropractic of)	CHI 2021-1-L
)	
AARIES T. ODA, D.C.,)	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, and Respondent AARIES T. ODA, D.C. (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times, Respondent was licensed as a chiropractor by the Board of Chiropractic (hereinafter the "Board") under license number DC 1135. The license was issued on or about June 18, 2008 and currently has an expiration date of December 31, 2021.

2. Respondent's last known address is Honolulu Elite Chiropractic, LLC, 1441 Kapiolani Boulevard, Suite 808, Honolulu, Hawaii 96814.

3. Respondent is an officer and agent of Honolulu Elite Chiropractic, LLC. Respondent advertised his services under Honolulu Elite Chiropractic, LLC and operated under Honolulu Elite Chiropractic, LLC at times relevant to this Settlement Agreement Prior to Filing a Petition for Disciplinary Action and Board's Final Order.

4. Respondent is an officer and agent of HEC Medical Clinic, LLC. HEC Medical Clinic, LLC was established on or about August 30, 2020. Respondent advertised his services under HEC Medical Clinic, LLC and operated under HEC Medical Clinic, LLC at all times relevant, after August 30, 2020, to this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Board's Final Order.

5. HEC Medical Clinic, LLC is located at 1441 Kapiolani Boulevard, Suite 808, Honolulu, Hawaii 96814, the same address as Honolulu Elite Chiropractic, LLC.

6. RICO alleges that in 2020 and 2021, Respondent ran advertisements under the names of both Honolulu Elite Chiropractic, LLC and HEC Medical Clinic, LLC that guaranteed patients using a laser weight loss system would "instantly lose 1-2 inches per session without diet or exercise."

7. RICO alleges that Respondent charged Michael Thomas Gill for laser weight-loss treatments guaranteeing a loss of 1-2 inches per session without diet or exercise. Mr. Gill did not attain the promised results and suffered monetary harm after paying for services in the deceptive advertisements placed by Respondent.

8. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute a violation of Hawaii Revised Statutes ("HRS") §§ 442-9(a)(5) (Making untruthful statements in advertising one's practice or business) and 442-9(a)(6) (false, fraudulent, or deceptive advertising).

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is represented by an attorney in this matter, Michael J. Green, Esq. whose address is 2201 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813.

2. 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.

3. Respondent, being at all times relevant herein licensed as a chiropractor 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 allegations received by RICO are proven at hearing.

4. 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 chiropractor's license.

5. Respondent refunded the full amount paid by Mr. Gill, \$1,256.55, for treatment.
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 2021-1-L.
8. Respondent understands that this Settlement Agreement may be subject to reporting requirements.
9. Respondent understands this Settlement Agreement is public record pursuant to HRS chapter 92F.
10. Respondent acknowledges that upon its approval, this Settlement Agreement constitutes disciplinary action.

C. TERMS OF SETTLEMENT:

1. Administrative Fine. Respondent agrees to pay a fine in the amount of ONE THOUSAND AND NO/100 U.S. DOLLARS (\$1,000.00). 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: Eric A. Irwin, 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 paragraphs 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-20, 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 chiropractors 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, 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.

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. Counterparts. The parties hereto agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Settlement Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

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.


[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. Each signatory to this Settlement Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Honolulu, Hawaii, 1/12/22
(Date)


AARIES T. ODA, D.C.
Respondent

DATED: Honolulu, Hawaii, 1/13/22


ERIC A. IRWIN
Attorney for Department of Commerce
and Consumer Affairs

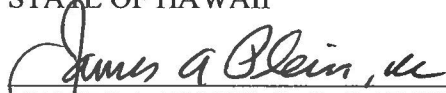
APPROVED AS TO FORM:


MICHAEL J. GREEN, ESQ.
Attorney for Respondent

IN THE MATTER OF THE LICENSE TO PRACTICE CHIROPRACTIC OF AARIES ODA, D.C.; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER;
RICO CASE NO. CHI 2021-1-L

IN THE MATTER OF THE LICENSE TO PRACTICE CHIROPRACTIC OF AARIES ODA,
D.C.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. CHI 2021-1-L

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



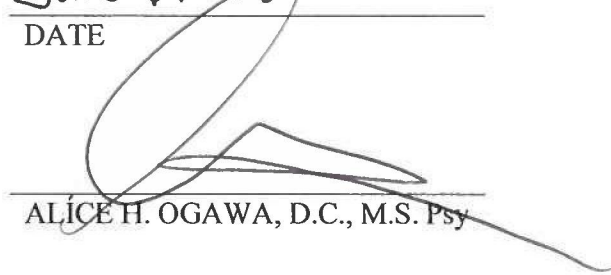
JAMES A. PLEISS, D.C., DABCO
Chairperson

June 6, 2022

DATE



RACHEL M. KLEIN, N.D., D.C.
Vice Chairperson



ALICE H. OGAWA, D.C., M.S. Psy

PVL 05/03/21