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Department of Commerce and Consumer Affairs
State of Hawaii
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Honolulu, Hawaii 96813
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Attorney for Department of Commerce
and Consumer Affairs

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

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DEPT OF COMMERCE
& CONSUMER AFFAIRS

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DEPT OF COMMERCE
& CONSUMER AFFAIRS

In the Matter of the) ACU 2007-2-L
Licenses to Practice Acupuncture of)
DARRELL P.T. LAPULAPU,) SETTLEMENT AGREEMENT PRIOR TO
Respondent.) FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER
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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 DARRELL P.T. LAPULAPU (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
Acupuncture (hereinafter the "Board") as acupuncture practitioner issued on July 1, 1993,
License No. ACU 627. His license was originally issued on April 15, 2002, and is due to expire on
June 30, 2011.

2. Respondent's mailing address for purposes of this action is P. O. Box 383625, Waikoloa, HI 96738-3625.

3. On or about November 7, 2006, Respondent administered an acupuncture treatment to complainant Mary Miranda Amafala at the Kukio Spa in Kailua-Kona. Both Respondent and Ms. Amafala were employees of Kukio Spa at the time. Respondent offered a trade of services, administering an acupuncture treatment in return for a massage by Ms. Amafala.

4. Respondent told Ms. Amafala, who had not had an acupuncture treatment before, that she needed to disrobe entirely. Then, during the treatment, Respondent brought up the "Ren One Point" treatment, stating he used it often on females. When Ms. Amafala discovered where the point was located, she declined. However, Respondent continued to talk about it and proceeded to show how he would undrape her for the procedure, by undrapping and completely exposing her for a few seconds. He then covered her and left the room.

5. Ms. Amafala drifted off to sleep for an unknown period of time. Upon awakening, she was startled to find Respondent back in the room.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violation of the following statute(s) and/or rule(s): HRS § 436B-19(9) (Unethical conduct), and 436E-10(5) (Unprofessional conduct).

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 he has the right to be represented by an attorney of his choosing in this matter and has elected to proceed pro se.

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 acupuncture practitioner by the Board acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the licenses and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent neither admits nor denies that Respondent's acts violated the following statute(s) and/or rule(s): HRS §§ 436B-19(9) (Unethical conduct) and 436E-19(9) (Unprofessional conduct).

6. 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 licenses.

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. ACU 2007-2-L.

9. Respondent understands this settlement agreement is public record pursuant to HRS Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Suspension of License. Respondent agrees to the voluntary suspension of Respondent's license for a period of one year.

The suspension shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of his license to the Executive Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

Upon completion of the suspension period, Respondent understands that if Respondent desires to resume his practice as an acupuncture practitioner, 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, 436E-7, 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 licenses.

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 "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: Diane Corn, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due within thirty (30) days of the Board's approval of this Settlement Agreement and Final Order.

3. Continuing education. Respondent agrees to attend and complete a continuing education course(s) on ethics and/or principals of professional conduct of acupuncture practitioners that is acceptable to the Board. Respondent shall be responsible for locating said

course(s) and contacting the Executive Officer of the Board to verify whether said course(s) is/are acceptable. Upon completion, Respondent shall file the certificate of completion with the Board.

4. 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 through C.3 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 his 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.

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

6. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs 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.

7. 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.

8. 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.

9. 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.

10. 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: Kamuela, HI, 7-2-2010 ^{NP} _{dt}
(CITY) (STATE) (DATE)


DARRELL P.T. LAPULAPU
Respondent


JUL 07 2010

DATED: Honolulu, Hawaii, _____.



DIANE R. CORN
Attorney for Department of Commerce and
Consumer Affairs

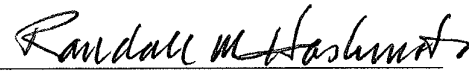
IN THE MATTER OF THE LICENSE TO PRACTICE ACUPUNCTURE OF DARRELL P.T.
LAPULAPU; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. ACU 2007-2-L

APPROVED AND SO ORDERED:
BOARD OF ACUPUNCTURE
STATE OF HAWAII


MICHAEL HOWDEN
Chairperson

AUGUST 5, 2010
DATE


ULRIKE WEISS
Vice Chairperson


RANDALL M. HASHIMOTO

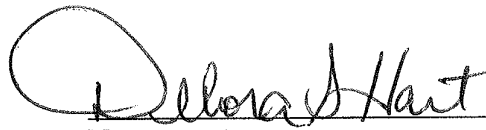
LAN K. KAO


GARY K. SAITO, D.C.

PVL 10/01/09

STATE OF Hawaii)
COUNTY OF Hawaii) SS.

On this 2nd day of July, 2010, before me personally appeared Darrell P. Lapulapu to me known to be the person described and who executed the foregoing instrument and acknowledged the same as his/her free act and deed.


Name: DEBORA S. HART
Notary Public – State of Hawaii
My Commission expires: 4-1-2013



NOTARY PUBLIC CERTIFICATION
Debora S. Hart Third Circuit
Doc. Description Settlement Agreement
Prior to Filing of Petition for Disciplinary
Action and Board's Final Order
No. of Pages: 9 Date of Doc 7-2-2010
Debora S. Hart 7-2-2010
Notary Signature Date
