

DIANE R. CORN 3912
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: (808) 586-2660

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PROF & VOCATIONAL
LICENSING DIVISION

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2013 JUN -3 A 11: 15

2013 MAY 31 P 12: 04

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

BOARD OF DENTAL EXAMINERS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the
License to Practice Dentistry of
RANDALL P. JAUREQUI, D.D.S.,
Respondent.

) DEN 2010-20-L
)
) SETTLEMENT AGREEMENT AFTER
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER

) Administrative Hearings Officer:
) Sheryl Lee A. Nagata

241092407

SETTLEMENT AGREEMENT AFTER 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 RANDALL P. JAUREQUI, D.D.S.,

(hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. The Respondent was at all times relevant herein and is currently licensed by the BOARD OF DENTAL EXAMINERS (hereinafter the "Board") as a dentist under License No. 1

HEARINGS OFFICE

2013 JUL -5 A 9: 53

DEPT OF COMMERCE
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2013 JUL -9 A 11: 59

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2013 SEP 16 P 2: 27

DEPT OF COMMERCE
AND CONSUMER AFFAIRS

DT 2009. Respondent's license was originally issued on October 6, 2000 and is due to expire on December 31, 2013.

2. Respondent's mailing address is 4366 Kukui Grove Street, Suite 205, Lihue, Hawaii 96766. Respondent is represented by April Luria, Esq., Roeca Luria Hiraoka LLP, 900 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813.

3. On or about June 29, 2012, RICO filed a Petition for Disciplinary Action alleging that Respondent violated the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 448-17(b)(14)(B)(vi) (Using "orthodontics and dentofacial orthopedics" in advertising when the dentist had not successfully completed the education specified for the dental specialty as defined by the American Dental Association).

4. In or about 2009, Respondent advertised in the April 2009 publication of the Hawaiian Telcom Yellow Pages under the heading "orthodontics" while he was not an ADA recognized and educated orthodontist.

5. Respondent thereafter failed to notify Hawaiian Telcom to change his advertisement of the 2011-2012 Yellow Pages.

6. The allegations contained in the Petition, 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") § 448-17(b)(14)(B)(vi) (Using "orthodontics and dentofacial orthopedics" in advertising when the dentist had not successfully completed the education specified for the dental specialty as defined by the American Dental Association).

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 is represented by April Luria, Esq.

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 dentist 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 violating of the following:

- a. HRS § 448-17(b)(14)(B)(vi): (Using "orthodontics and dentofacial orthopedics" in advertising when the dentist has not successfully completed the educations specified for the dental specialty as defined by the American Dental Association).

6. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expense 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. DEN 2010-20-L including Respondent's disclosure of violation of HRS § 448-17(b)(14)(B)(vi).

8. Respondent understands that this Settlement Agreement is public record pursuant to HRS Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Fine. Respondent agrees to pay a fine of ONE THOUSAND AND NO/100 (\$1,000.00) within 30 days of approval of this Settlement Agreement by the Board. FIVE HUNDRED AND NO/100 (\$500.00) will be stayed pending Respondent's compliance with the terms of this Settlement Agreement. 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 R. Corn, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

2. Cancellation of Advertisement. Respondent agrees to cancel the aforementioned advertisement in the Hawaiian Telcom Yellow Pages for the 2013 publication.

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 through C.2 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.

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 dentists 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.

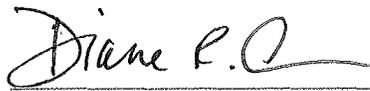
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: L. Hilo, Hawaii, 5/22/13.
(CITY) (DATE)



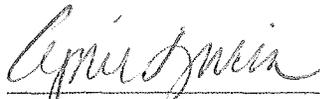
RANDALL P. JAUREQUI, D.D.S.
Respondent

DATED: Honolulu, Hawaii, MAY 30 2013.



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

APPROVED AS TO FORM:



APRIL LURIA
Attorney for Respondent

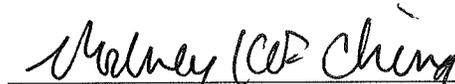
IN THE MATTER OF THE LICENSE TO PRACTICE DENTISTRY OF RANDALL P. JAUREQUI; SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. DEN 2010-20-L

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


MARK A. BAIRD, DDS
Chairperson

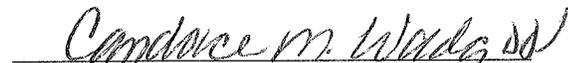
9/16/13
DATE


PAUL W. GUEVARA, DMD, MDS
Vice Chairperson


RODNEY K.F. CHING


MARK CHUN, DMD


STAPHE FUJIMOTO, DDS


CANDACE M. WADA, DDS

 DDS.
MELANIE B. VALLEJOS, DDS


MARILYN NONAKA, RDH, BS, MS

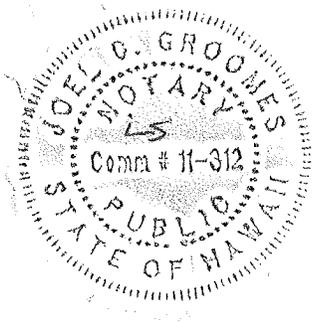

GARRETT OTA, DDS


DENNIS NAGATA, DDS

STATE OF HAWAII)
) SS.
COUNTY OF Kauai)

On this 22nd day of May, 2013, before me personally appeared
RANDALL P. JAUREQUI, D.D.S., to me known to be the person described, and who executed
the foregoing instrument and acknowledged that he/she executed the same as his/her free act and
deed.

This 9 -page Settlement Agreement
document dated May 22nd, 2013 was acknowledged before me by
Randall P. Jaurequi, DDS this 22nd day of May, 2013, in the
City of Lihue, in the County of Kauai, in the State of Hawaii.



Joel C. Groomes
Name: Joel C. Groomes
Notary Public, State of Hawaii

My Commission expires: 16 October 2015