

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: 586-2660

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PROF & VOCATIONAL  
LICENSING DIVISION  
2010 MAR 18 P 1:15  
DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
2010 MAR -2 A 9:48  
HEARINGS OFFICE

Attorney for Department of Commerce  
and Consumer Affairs

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

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
2010 APR 16 P 1:02  
HEARINGS OFFICE

In the Matter of the ) PHA 2008-28-L  
Pharmacist's License of )  
)  
MICHAEL D. WHITE, ) SETTLEMENT AGREEMENT AFTER  
) FILING OF PETITION FOR DISCIPLINARY  
) ACTION AND BOARD'S FINAL ORDER;  
Respondent. ) APPENDIX "1"  
)  
)

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 MICHAEL D. WHITE (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 Pharmacy  
(hereinafter the "Board") as pharmacist under license number PH 2598. The license was issued  
on or about October 23, 2006. The license expired on or about December 31, 2009.

**REDACTED  
INFORMATION**

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

**REDACTED INFORMATION**

RICO received a complaint alleging that Respondent had failed to submit proof of continuing education requirements to the Board within sixty days of receiving a letter advising Respondent to do so.

3. The foregoing allegations, 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”) § 461-8(f) (failure to provide the Board with documentation verifying compliance with the continuing education requirement within sixty (60) days of notification).

4. 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 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 pharmacist 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 neither admits nor denies the veracity of the allegation and that Respondent's acts violate the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 461-8(f) (failure to provide the Board with documentation verifying compliance with the continuing education requirement within sixty (60) days of notification). 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.

6. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PHA 2008-28-L.

C. TERMS OF SETTLEMENT:

1. Proof of Compliance with CE requirements. Respondent agrees to and has completed courses which satisfy the Board's continuing education requirements in his completion of 11 ASCP courses during the ASCP 40<sup>th</sup> Annual Meeting and Exhibition from November 18, 2009 to November 20, 2009. Respondent earned 14.75 credit hours which covers the 6 hours he needed to comply with the Board's requirements in April of 2008. A copy of the Statement of Continuing Pharmacy Education Credit is attached hereto as Appendix "1".

2. Administrative fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), the payment of which shall be due within thirty (30) days of the Board's approval 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 Corn, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813

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 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 pharmacists 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.

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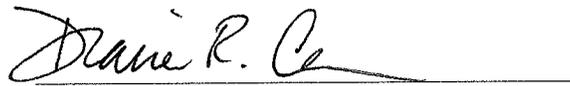
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IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: HUNTINGTON BEACH, CA, 2-24-10.  
(CITY) (STATE) (DATE)

  
MICHAEL D. WHITE  
Respondent

DATED: Honolulu, Hawaii, MAR 02 2010.

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

IN THE MATTER OF THE PHARMACIST'S LICENSE OF MICHAEL D. WHITE;  
SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR DISCIPLINARY  
ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2008-28-L

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REVIEWED AND RECOMMENDED FOR CONSIDERATION:



\_\_\_\_\_  
CRAIG H. UYEHARA  
Hearings Officer

MAR 15 2010

\_\_\_\_\_  
DATE

APPROVED AND SO ORDERED:  
BOARD OF PHARMACY  
STATE OF HAWAII



\_\_\_\_\_  
ELWIN D.H. GOO  
Chairperson

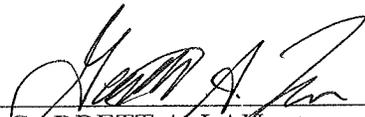
April 15, 2010

\_\_\_\_\_  
DATE

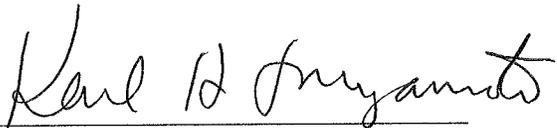


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MARK E. BROWN  
Vice-Chairperson

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LAURIE H. Y. KAWAMURA



\_\_\_\_\_  
GARRETT A. LAU



\_\_\_\_\_  
KARL H. MIYAMOTO



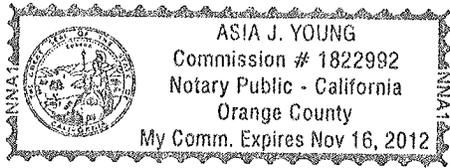
\_\_\_\_\_  
PATRICK ADAMS



\_\_\_\_\_  
STANLEY M. CHOW

STATE OF California )  
 ) SS.  
COUNTY OF Orange )

On this 24 day of February, 2010, before me personally appeared Michael D. White, 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.



Asia Young  
Name: Asia Young  
Notary Public - State of California

My Commission expires: Nov. 16, 2012

