Social Worker Licensing Program
Department of Commerce and Consumer Affairs
State of Hawaii

In the Matter of the Social Worker License of
FAY H. SUGAHARA,
Respondent.

Settlement Agreement Prior to
Filing of Petition for Disciplinary Action and Program’s Final Order;
Exhibits “1” Through “2”

Settlement Agreement Prior to Filing of Petition
For Disciplinary Action and Program’s Final Order

A. Uncontested Facts:

1. Parties. Petitioner, the Department of Commerce and Consumer Affairs’ Regulated Industries Complaints Office (“RICO” or “Petitioner”), through its undersigned attorney(s), and Respondent FAY H. SUGAHARA (“Respondent”), are parties to this Settlement Agreement and agree to its terms and conditions as the full and final resolution of RICO Case No. RSW 2017-19-L.

2. Jurisdiction and Enforceability. The Social Worker Licensing Program (“Program”) has jurisdiction over this matter. This Settlement Agreement will be an enforceable order upon approval.

3. License Information. Respondent was licensed as a social worker by the Program at all relevant times herein. A true and correct copy of license number and status information from a report by the Department of Commerce and Consumer Affairs’ Professional and Vocational Licensing Division, current as of the date the parties executed this Settlement Agreement, is attached as Exhibit “1.”
4. Investigation and Allegations. By law, RICO is empowered to investigate and prosecute persons who may have violated the State’s professional and vocational licensing laws. In this case, RICO conducted a preliminary investigation after it received information from the Program indicating Respondent had not completed required continuing education credit hours. RICO’s investigation indicated Respondent failed to complete required continuing credit hours during the 2014-2016 licensing period, in potential violation of Hawaii Revised Statutes (“HRS”) § 467E-12(a)(1) (failure to maintain requirements for licensure).

B. REPRESENTATIONS BY RESPONDENT:

1. Right to Counsel. Respondent is fully aware Respondent has the right to be represented by counsel in this matter and voluntarily waives that right.

2. Non-admission. Respondent does not admit to violating any law or rule, but acknowledges that RICO believes that it has sufficient cause to file a Petition for Disciplinary Action against Respondent’s license.

3. Address Information and Additional Representations. Respondent represents address information as indicated below is correct for purposes of this Settlement Agreement. Respondent agrees to the additional representations set forth in Exhibit “2” which are part of this Settlement Agreement.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of Respondent’s license. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Program. Respondent shall turn in all indicia of the license to the Executive Officer of the Program within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondent understands that Respondent shall not apply for a new license until the expiration of at least five (5) years from the effective date of the surrender of the license. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Program for a new license, pursuant to and subject to all applicable laws and rules in effect at the time.

2. Failure to Comply. Respondent understands if Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in Section(s) C.1. of the Settlement Agreement, Respondent’s license shall be automatically revoked for a period of five (5) years upon RICO’s filing of an affidavit with the Program attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of licensure to the Executive Officer of the Program within ten (10) days after receipt of notice of the revocation. If Respondent’s license is revoked, Respondent understands, at the completion of the revocation period, Respondent must apply to the Program for a new license pursuant to and subject to the requirements and conditions set forth in HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at that time.
3. 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: Honolulu, Hawaii, Nov. 11, 2017

(City) (State) (Date)

FAY H. SUGAHARA
Respondent

Respondent’s address for purposes of this Settlement Agreement:

46-226 Heeia St
Kaneohe, HI 96744

(Print or type address information clearly; indicate if address is □ residential or □ business/commercial.)
STATE OF Hawaii
COUNTY OF Honolulu

On this 11th day of November, 2017, before me personally appeared
FAY H. SUGAHARA, to me known to be the person described, and who executed the foregoing
instrument and acknowledged that she executed the same as her free act and deed.

This 4-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND PROGRAM'S FINAL ORDER document dated
November 11, 2017 was acknowledged before me by

FAY H. SUGAHARA this 11th day of November, 2017, in the City of
Honolulu, in the County of Honolulu, in the State of Hawaii

STACEY BATES
Name: Stacey Bates
Notary Public, State of Hawaii

My Commission expires: JAN 01 2020

DATED: Honolulu, Hawaii, NOV 11 2017

DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Petitioner

APPROVED AND SO ORDERED by the HAWAII SOCIAL WORKER LICENSING
PROGRAM.

Director of the Department of Commerce and Consumer Affairs

DATE

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND PROGRAM'S FINAL ORDER: EXHIBITS “1” THROUGH “2”; RICO CASE NO. RSW 2017-19-U.
Professional & Vocational Licensing Search
Department of Commerce & Consumer Affairs

General Licensee

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License information on this site reflects information in the Professional and Vocational Licensing Division as of October 20, 2017; however, applications and forms are subject to standard processing time, and the information here does not reflect pending changes which are being reviewed. The site is updated daily, Monday through Friday, except holidays.

The State of Hawaii makes no guarantees as to the accuracy of the information accessed, the timeliness of the delivery of transactions, delivery to the correct party, preservation of the privacy and security of users and makes no warranties, including warranty of merchantability and fitness for a particular purpose. The DCCA/PV/L web site receives the DCCA/PV/L licensee information directly from the DCCA/PV/L licensee database. The DCCA/PV/L web site is considered a primary source for DCCA/PV/L licensee information – it is the same licensee information the DCCA/PV/L provides through other means and is true and correct to the best of our knowledge. User is advised that if the information obtained herein is to be reasonably relied upon, user should confirm the accuracy of such information with the provider thereof.
D. ADDITIONAL REPRESENTATIONS BY RESPONDENT

1. No Coercion or Duress; No Representations By RICO. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress. 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.

2. Right to Hearing. Respondent is aware Respondent has a right to a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives Respondent’s right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

3. Consent to Settlement Agreement. Respondent acknowledges Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, were the allegations set forth in the Settlement Agreement to be proven at hearing, and 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.

4. Exhibits are True and Correct Copies of Originals. Respondent represents publicly verifiable documents from government agencies attached as exhibits to the Settlement Agreement are true and correct copies of originals and that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under licensing laws and rules. Respondent further understands RICO enters into this Settlement Agreement, and agrees to the specific terms contained in this Settlement Agreement, based upon Respondent's representations made herein.

5. Procedure for Approval of Settlement Agreement. Upon filing, this Settlement Agreement will be submitted to the Program. Respondent agrees this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Program.

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¹ The term “Respondent” shall mean a single person, but, if more than one person is subject to and executes this Settlement Agreement than the term shall include all such persons unless stated otherwise.

Exhibit “2”
6. **Effect of Rejection of Settlement Agreement.** Respondent agrees if the Program does not approve this Settlement Agreement, 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 Program’s proceeding against Respondent on the basis that the Program has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

7. **Grounds for Further Disciplinary Action.** Respondent understands the Program may pursue additional disciplinary action as provided by law to include further fines and other sanctions if Respondent violates any provision of applicable licensing statutes or rules or if Respondent fails to abide by the terms of this Settlement Agreement.

8. **Corrections to Program Member Names and Titles.** Respondent understands this Settlement Agreement will be reviewed by the current Director of the Department of Commerce and Consumer Affairs, agrees Program or RICO staff may update or correct the Director’s name, and waives notice of any such changes.

9. **Reporting.** Respondent understands that this Settlement Agreement may be subject to reporting requirements and that this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

10. **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.

Exhibit “2”