

DENISE P. BALANAY 5526  
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

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

2012 DEC 21 P 2: 59

HEARINGS OFFICE

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PROF & VOCATIONAL  
LICENSING DIVISION

2012 DEC -7 A 9:46

DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

Attorney for Department of Commerce  
and Consumer Affairs

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

In the Matter of the ) PHA 2010-50-L  
Pharmacist's License of )  
RONALD J. DI GIAMBATTISTA, ) SETTLEMENT AGREEMENT PRIOR TO  
Respondent. ) FILING OF PETITION FOR DISCIPLINARY  
ACTION AND BOARD'S FINAL ORDER

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 attorneys, and Respondent RONALD J. DI GIAMBATTISTA  
(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 a pharmacist under license number PH 838. The  
license was issued on or about June 13, 1983. The license will expire or forfeit on or about  
December 31, 2013.

2. Respondent's mailing address for purposes of this action is 1150 Jacob Lane, Carmichael, California 95608.

3. RICO received information that Respondent failed to complete the required amount of continuing education hours for the 2008-2009 biennium.

4. 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(d) (failure to complete thirty hours of continuing education).

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

**B. REPRESENTATIONS BY RESPONDENT:**

1. Respondent is fully aware that Respondent has the right to be represented by an attorney 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 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 license.

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 No. PHA 2010-50-L.

8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Probation. Respondent's pharmacist license in the State of Hawaii is hereby placed on probation for a period of one (1) year. Probation shall become effective immediately upon the approval of this Settlement Agreement by the Board. During the probationary period, Respondent agrees to comply with the following terms and conditions:

2. Compliance with Continuing Education Requirement. Respondent agrees to fully and completely fulfill the required continuing education hours for the 2008-2009 biennium. Respondent will obtain prior approval from the Board before undertaking any courses meant to satisfy the requirement. Respondent understands that any continuing education hours credited for the 2008-2009 biennium as a part of this agreement shall not be credited for any other licensing period.

3. Administrative Fine. Respondent agrees to pay a fine in the amount of ONE THOUSAND AND NO/100 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: Denise P. Balanay, Esq., 235 S. Beretania Street,

9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

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 paragraphs C.1, C.2 and 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 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.

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 pharmacists 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, C.9, and C.10 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

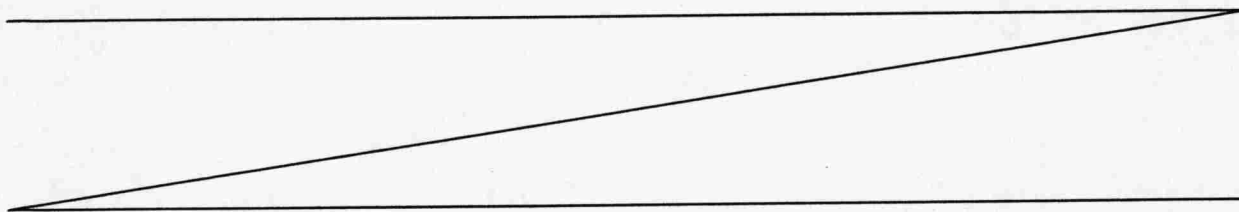
7. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser

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: Carmichael, CA, 12/3/12  
(City) (State) (Date)

Ronald J. Di Giambattista  
RONALD J. DI GIAMBATTISTA  
Respondent

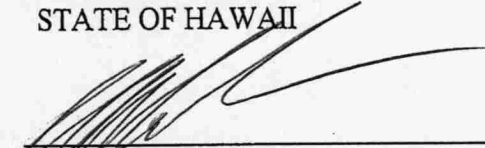
DATED: Honolulu, Hawaii, DEC 07 2012

Denise P. Balanay  
DENISE P. BALANAY  
Attorney for Department of Commerce  
and Consumer Affairs

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IN THE MATTER OF THE PHARMACIST'S LICENSE OF RONALD J. DI GIAMBATTISTA; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2010-50-L

IN THE MATTER OF THE PHARMACIST'S LICENSE OF RONALD J.  
DI GIAMBATTISTA; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2010-50-L

APPROVED AND SO ORDERED:  
BOARD OF PHARMACY  
STATE OF HAWAII

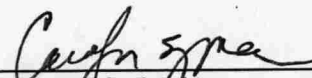
  
\_\_\_\_\_  
MARK E. BROWN  
Chairperson

12/20/12  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
PATRICK ADAMS  
Vice Chairperson

  
\_\_\_\_\_  
TODD INAFUKU

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

  
\_\_\_\_\_  
CAROLYN S. J. MA

  
\_\_\_\_\_  
JILL OLIVEIRA GRAY

  
\_\_\_\_\_  
LYDIA KUMASAKA

PVL 07/15/11

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_-page \_\_\_\_\_ document dated \_\_\_\_\_, 2012 was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_.

**"SEE ATTACHED"**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of SACRAMENTO } SS.

On DEC. 03. 2012, before me, SATCHIN DEO, Notary Public,  
DATE

personally appeared RONALD J. DI GIAMBATTISTA, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.



Satchin Deo  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Settlement Agreement / Action / order  
TITLE OR TYPE OF DOCUMENT

7  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER

