

DARIA A. LOY-GOTO 6175  
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

RECEIVED  
PROF. & VOCATIONAL  
LICENSING DIVISION

2011 FEB 23 P 12:59

2011 JAN -6 P 2:01

HEARINGS OFFICE

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

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 Pharmacist's License of ) PHA 2010-53-L  
)  
DANIEL H. NOLT, ) SETTLEMENT AGREEMENT PRIOR TO  
) FILING OF PETITION FOR DISCIPLINARY  
Respondent. ) 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 DANIEL H. NOLT (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 2273. The  
license was issued on or about March 6, 2003. The license will expire on or about December 31,  
2011.

2. Respondent's mailing address for purposes of this action is 10309 N. Price Avenue, Fresno, California 93730.

3. RICO received a complaint alleging that Respondent failed to complete continuing education as required by law.

4. RICO alleges that Respondent failed to complete continuing education as required by law.

5. 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) (continuing education requirement) and § 461-21(a)(4) (violation of chapter or rules).

6. 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 Case No. PHA 2010-53-L.

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

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 Board. Respondent shall turn in all indicia of the license to the Executive Officer of the Board 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 Board for a new license, pursuant to and subject to all applicable laws and rules in effect at the time.

2. 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.

3. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.4, C.5, C.6 and C.7 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

4. 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.

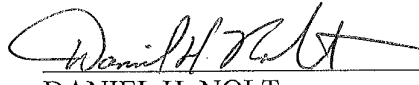
5. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

6. 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.

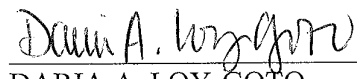
7. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

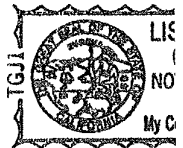
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: FRESNO, CALIFORNIA, December 28<sup>th</sup>, 2010.  
(CITY) (STATE)

  
DANIEL H. NOLT  
Respondent

DATED: Honolulu, Hawaii, JAN 06 2011.

  
DARIA A. LOY-GOTO  
Attorney for Department of Commerce and  
Consumer Affairs



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

**SEE ATTACHED  
NOTARIAL CERTIFICATE**

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

My commission expires: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On 12/28/10 before me, LISA Michelle Porter  
(Here insert name and title of the officer)

personally appeared Daniel H. Nolt

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.

*Lisa Michelle Porter*  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

RICO Case #  
(Title or description of attached document)  
PHA 2010-53-L  
(Title or description of attached document continued)

Number of Pages 1 Document Date 12/21/10

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

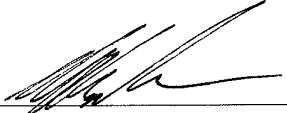
*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproduced. Impression must not cover text or lines. If seal impression smudges, re-seal. If sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

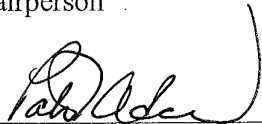
MICHELLE I  
#190  
PUBLIC - CA  
FRESNO COUN  
Expires Septem

IN THE MATTER OF THE PHARMACIST'S LICENSE OF DANIEL H. NOLT;  
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY  
ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2010-53-L

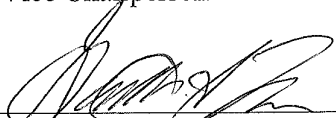
APPROVED AND SO ORDERED:  
BOARD OF PHARMACY  
STATE OF HAWAII

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

February 17, 2011  
\_\_\_\_\_  
DATE

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

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

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

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

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

\_\_\_\_\_  
ELIZABETH C. HO

PVL 09/01/10