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Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
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Honolulu, Hawaii 96813
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LICENSING DIVISION

2012 NOV 13 P 1:51

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

2012 DEC 20 P 1:19

HEARINGS OFFICE

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 2012-10-L
)
LAUREN C. HUDSON,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
Respondent.) 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 LAUREN C. HUDSON (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 3081. The
license was issued on or about August 16, 2010. The license will expire on or about December
31, 2013.

2. Respondent's mailing address for purposes of this action is 92-1025 Koio Drive, Apt. B, Kapolei, Hawaii 96707-2283.

3. On or about December 16, 2011, Respondent renewed her pharmacist license online and certified that she had met the continuing education requirements.

4. Respondent failed to respond to a March 16, 2012 letter (hereinafter "audit letter") from a representative of the Board seeking verification that Respondent had completed continuing education requirements within sixty days as required by Hawaii Revised Statutes ("HRS") §461-8(f).

5. The audit letter was sent to Respondent at a prior address where she no longer resided.

6. On or about September 11, 2012, Respondent notified the Board of her current mailing address.

7. RICO subsequently contacted Respondent and Respondent provided the Board with documentation demonstrating that she had fulfilled her continuing education requirements for the 2010-2011 biennium.

8. RICO alleges that Respondent failed to provide the Board with documentation verifying compliance with the continuing education requirement within sixty days of notification.

9. The foregoing allegation, if proven at an administrative hearing before the Board, would constitute a violation of HRS §461-21(a)(4) (violation of the provisions of Chapter 461).

10. 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 represents that the audit letter was sent to her previous address and was not forwarded to her current address.
7. 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.
8. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. PHA 2012-10-L.

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

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). 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: Daria Goto, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

2. 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 C1 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.

3. 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.

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

5. 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.

6. 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.

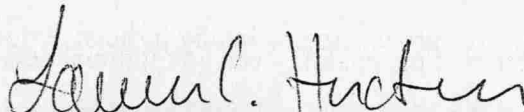
7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not 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.

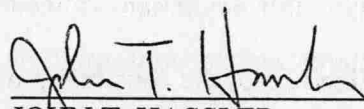
8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly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

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

DATED: Kapolei, Hawaii, 11/7/2012
(CITY) (STATE)



LAUREN C. HUDSON
Respondent

DATED: Honolulu, Hawaii, November 13, 2012


JOHN T. HASSLER
Attorney for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE PHARMACIST'S LICENSE OF LAUREN C. HUDSON;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2012-10-L

APPROVED AND SO ORDERED:
BOARD OF PHARMACY
STATE OF HAWAII



MARK E. BROWN
Chairperson

12-20-2012

DATE

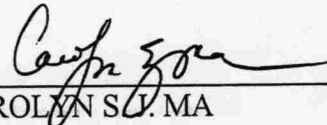
PATRICK ADAMS
Vice Chairperson



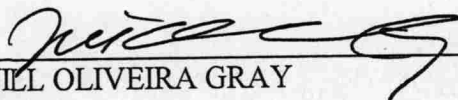
TODD INAFUKU



GARRETT A. LAU



CAROLYN S. MA



JILL OLIVEIRA GRAY

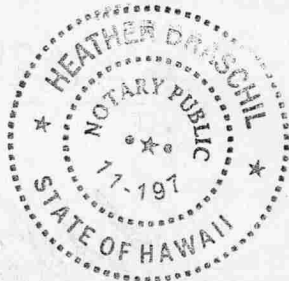


LYDIA KUMASAKA

PVL 07/15/11

STATE OF Hawaii)
COUNTY OF Honolulu) SS.

On this 7 day of November, 2012, before me personally appeared
Lauren C. Hudson, 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.



Heather Draschil
Name: Heather Draschil
Notary Public – State of Hawaii

My commission expires: June 26, 2015



Doc. Date: 11-7-12 # Pages: 8
Heather Draschil First Circuit
Doc. Description: Settlement Agreement prior
to filing of petition for disciplinary action
Heather Draschil 11-7-12
Notary Signature Date
NOTARY CERTIFICATION

boards final order