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Attorney for Department of Commerce
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BOARD OF PHARMACY
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Pharmacist's License of) PHA 2012-12-L
)
DAWN Y. TSUHA-SCARLETT,)
) 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 DAWN Y. TSUHA-SCARLETT (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 2234. The
license was issued on or about August 13, 2002. The license will expire on or about December
31, 2013.

2. Respondent's mailing address for purposes of this action is 191 Kaeleloi Place, Honolulu, Hawaii 96821.

3. Prior to November 16, 2011, Respondent completed the CE required for renewal.

4. On or about November 16, 2011, Respondent renewed her pharmacist license online.

5. On or about March 16, 2012, the Executive Officer for the Board wrote an audit letter to Respondent requesting copies of certificates of completion verifying Respondent's compliance with the CE requirements for Respondent's 2011 license renewal.

6. Respondent failed to respond to the March 16, 2012 audit letter within sixty days.

7. In an August 6, 2012 letter, Respondent provided the Board with copies of certificates of completion of the required CE.

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 §§461-8(g) (Within sixty days of notification, the licensee shall provide the board with documentation verifying compliance with the continuing education requirement) and 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 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 2012-12-L.

8. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

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: John T. Hassler, 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.

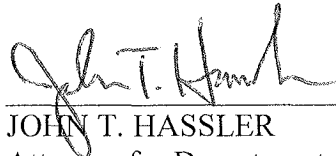
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, HI, 7/9/2013.
(CITY) (STATE)



DAWN Y. TSUHA-SCARLETT
Respondent

DATED: Honolulu, Hawaii, JUL 19 2013.



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

IN THE MATTER OF THE PHARMACIST'S LICENSE OF DAWN Y. TSUHA-SCARLETT;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. PHA 2012-12-L

APPROVED AND SO ORDERED:
BOARD OF PHARMACY
STATE OF HAWAII



JILL OLIVEIRA GRAY

8 / 15 / 13

DATE



TODD INAFUKU



MARY JO KEEFE

LYDIA KUMASAKA

GARRETT A. LAU



CAROLYN S. MA



KERRI OKAMURA

PVL 06/13

STATE OF HAWAII)
) SS.
COUNTY OF HONOLULU)

On this 09th day of JULY, 2013, before me personally appeared JASON Y. TSUKA-SCARLETT, 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.

Mahealani W. Wailehua-Vause
Name: Mahealani W. Wailehua-Vause
Notary Public – State of

My commission expires: August 05, 2016

Doc. Date: N/A # Pages: 5
Notary Name: Mahealani W. Wailehua-Vause First Circuit
Doc. Description: BOARDS OF PHARMACY DEPT.
OF COMMERCE AND CONSUMER AFFAIRS STATE OF
Mahealani W. Wailehua-Vause 7/9/2013 HAWAII
Notary Signature Date
NOTARY CERTIFICATION