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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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DEPARTMENT OF COMMERCE
AND CONSUMER AFFAIRS

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Attorney for Department of Commerce
and Consumer Affairs

HEARINGS OFFICE

SOCIAL WORKER LICENSING PROGRAM
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Social Worker's License) RSW 2021-2-L
of)
)
GERALD L. COFFEE,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND DIRECTOR'S FINAL ORDER
Respondent.)
)
)
)

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND DIRECTOR'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorney, and Respondent GERALD L. COFFEE (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 SOCIAL WORKER
LICENSING PROGRAM (hereinafter the "Program") as a Licensed Clinical Social Worker
(hereinafter "LCSW") under the license number LCSW-3017 ("license"). The license was
issued on or about July 1, 2004. The license is currently set to expire on or about June 30, 2022.

2. Respondent is represented by Pamela I. Lundquist, Esq. The mailing address for
Respondent's attorney for purposes of this action is P.O. Box 37757, Honolulu, Hawaii 96837-
0757.

3. Pursuant to the Hawai'i Revised Statutes (hereinafter "HRS") Chapters 436B and
467E, the Program has jurisdiction over the subject matter and the parties herein.

B. RICO ALLEGATIONS:

1. Respondent renewed his license on May 22, 2019. Respondent was required to complete the forty-five (45) continuing education ("CE") credit hours, three (3) of which to be in ethics, in the thirty-six (36) months preceding the renewal deadline of June 30, 2019.

2. Respondent did not complete any of the required CE during the July 1, 2016 – June 30, 2019 triennium period.

3. The foregoing allegations, if proven at an administrative hearing before the Program, would constitute violations of the following statute(s) and/or rule(s): HRS § 467E-11 (continuing education required) and § 467E-12(a)(1) (failure to maintain requirements for licensure).

C. REPRESENTATIONS BY RESPONDENT:

1. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

2. 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.

3. Respondent being at all times relevant herein licensed as a licensed clinical social worker by the Program 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.

4. Respondent does not admit to violating any law or rule but acknowledges that RICO has sufficient jurisdiction and authority to file a Petition for Disciplinary Action against Respondent's license.

5. 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.

6. Respondent understands that any false or untrue statement or any misrepresentation or omission of fact by Respondent may be grounds for further disciplinary action under HRS Chapters 436B and 457G.

7. Respondent understands that RICO enters into this Settlement Agreement and agrees to the specific terms contained in this Settlement Agreement based upon Respondent's representations made herein.

8. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. RSW 2021-2-L.

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

10. Respondent understands this Settlement Agreement is public record pursuant to HRS Chapter 92F.

D. TERMS OF SETTLEMENT:

1. Fine. Respondent agrees to pay a fine in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). 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.: Ivy Y.E. Kim, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment shall be due at the time this Settlement Agreement is returned to RICO.

2. Application of Continuing Education Credit Hours. After contacted by the Program in October of 2019 for CE audit for July 1, 2016 – June 30, 2019 triennium, Respondent completed 47.5 CE hours, including 7 hours in ethics, in December of 2019, and provided proof of completion to the Program. The 47.5 CE hours which Respondent earned late shall apply to the CE hours that were to be completed during July 1, 2016 – June 30, 2019 and cannot be used to meet the CE requirements in the subsequent licensing periods and renewals.

3. 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(s) D.1 and D.2 above, Respondent's license shall be automatically revoked 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 the license to the Executive Officer of the Program 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 Program 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.

4. Possible Further Sanction. The Program, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Program may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of licensed social workers in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

5. Approval of the Program. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs D.6, D.7, and D.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Program.

6. No Objection if the Program Fails to Approve. If the Program 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 Program'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 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. 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.

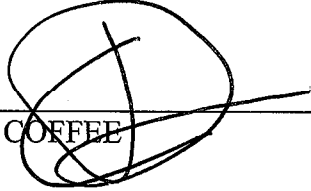
8. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not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

9. 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.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each signatory to this Settlement Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Honolulu, Hawaii, April 6, 2021.
(City) (State) (Date)



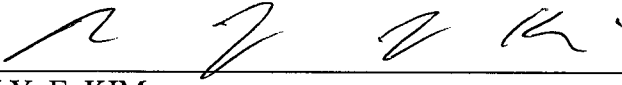
GERALD L. COFFEE
Respondent

Approved as to Form:



PAMELA I. LUNDQUIST, Esq.
Attorney for Respondent

DATED: Honolulu, Hawaii, April 14, 2021.



IVY Y. E. KIM
Attorney for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE SOCIAL WORKER'S LICENSE OF GERALD L. COFFEE;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND DIRECTOR'S FINAL ORDER; RICO CASE NO. RSW 2021-2-L

APPROVED AND SO ORDERED:
SOCIAL WORKER LICENSING PROGRAM
STATE OF HAWAII

William F. Cook-Giles

Director of the Department of Commerce
and Consumer Affairs

May 10, 2021

DATE