

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

AGLAE S. VAN DEN BERGH 10624
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
235 South Beretania Street, 9th Floor
Honolulu, Hawaii 96813
Telephone: (808) 586-2660

2020 OCT 22 A 8:44

2020 SEP 18 2:40

HEARINGS OFFICE

Attorney for the Department of Commerce
and Consumer Affairs

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

In the Matter of the License to Practice Medicine of)	MED 2020-48-L
)	
RUTH A. SCHACK, M.D.,)	SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER
Respondent.)	
)	

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

Petitioner, the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS' REGULATED INDUSTRIES COMPLAINTS OFFICE ("RICO" or "Petitioner"), through its undersigned attorney, and Respondent RUTH A. SCHACK, M.D. ("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 HAWAII MEDICAL BOARD (the "Board") to practice medicine under License Number MD 6886. The license was issued on or about October 16, 1989. The license will expire or forfeit on or about January 31, 2022.

2. Respondent's mailing address for purposes of this action is Privacy Information

Privacy Information

3. RICO alleges that Respondent was subject to disciplinary action by the Medical Board of California based on an accusation that Respondent failed to properly document the reasons why she prescribed and/or discontinued certain medications, lab testing, and hormonal treatment to a patient who was in her care and treatment between on or about November 1, 2010 and May 13, 2013.

4. RICO further alleges that the Medical Board of California adopted a *Stipulated Settlement and Disciplinary Order* as its *Decision and Order*, effective September 28, 2018, and imposed disciplinary sanctions in the form of education courses and a public reprimand of Respondent's medical license.

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") § 453-8(a)(11) (disciplinary action by another state or federal agency) and § 453-8(a)(14) (failure to report disciplinary decision issued in another jurisdiction within thirty days).

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 in this matter 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 physician 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 has fully complied with the terms and conditions of the Medical Board of California's *Decision and Order*.

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 Case No. MED 2020-48-L.

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

10. Respondent understands that this Settlement Agreement is public record pursuant to HRS 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: Aglaë S. Van den Bergh, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this 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 C.1. of the Settlement Agreement, 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 licensure 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 that 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 that 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 physicians 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 paragraphs C.5., C.6., C.7. and C.8. 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.

9. Counterparts. The parties hereto agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Settlement Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. 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: San Juan Capistrano, CA 9-3-20
(City) (State) (Date)

Ruth A. Schack, M.D.
RUTH A. SCHACK, M.D.
Respondent

DATED: Honolulu, Hawaii, September 14, 2020

[Signature]
AGLAE S. VAN DEN BERGH
Attorney for the Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE LICENSE TO PRACTICE MEDICINE OF RUTH A. SCHACK,
M.D.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. MED 2020-48-L

APPROVED AND SO ORDERED:
HAWAII MEDICAL BOARD
STATE OF HAWAII



JONE GEIMER-FLANDERS, D.O.
Chairperson



PETER HALFORD, M.D.
Vice Chairperson



FRANKLIN V.H. DAO, M.D.



ANDREW R. FONG, M.D.

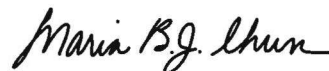


MICHAEL JAFFE, D.O.

DANNY M. TAKANISHI, M.D.;
FACS

October 8, 2020

DATE



MARIA B.J. CHUN, Ph.D.



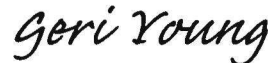
DARREN K. EGAMI, M.D.



PETER D. HOLT, M.D.



WESLEY MUN



GERI YOUNG, M.D.