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DEPT. OF COMMERCE  
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HEARINGS OFFICE STATE OF HAWAII

Attorney for Department of Commerce  
and Consumer Affairs

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

In the Matter of the Physician's License of ) MED 2016-147-L  
)  
THOMAS MASATO SUYEOKA, M.D., ) 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 THOMAS MASATO SUYEOKA, M.D. (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times, Respondent was licensed as a physician and surgeon by the Hawaii Medical Board (hereinafter the "Board") under license number MD 6522. The license was issued on or about February 1, 1989. The license will expire or forfeit on or about January 31, 2020.

2. Respondent's mailing address for purposes of this action is c/o Michael J. Van Dyke, Esq., Chong, Nishimoto, Sia, Nakamura & Goya, LLLP, Pauahi Tower, Suite 2500, 1003 Bishop Street, Honolulu, Hawaii 96813.

3. Between approximately October and December of 2015, Respondent treated two siblings, a 20-year-old female ("Daughter") for possible problems related to an alleged sexual

assault upon Daughter while she was on the mainland attending college, and an 18-year-old male ("Son") for problems relating to possible post-traumatic stress disorder and possible substance use.

4. The sessions took place at 1188 Bishop Street, Suite 2101, Honolulu, Hawaii 96813, which was also Respondent's residence at that time.

5. Respondent met with Daughter and Son's parents ("Mother" and "Father"), on the afternoon of October 8, 2015 to obtain a history regarding Son. Respondent met with Son alone later on the afternoon of October 13, 2015.

6. Between October 16, 2015 and the last session on December 30, 2015, Respondent met with Son, Mother and/or Father for approximately 14 sessions regarding Son's treatment.

7. Nine of these sessions consisted of meeting with Son alone, one session with Mother and Father, three sessions with Son, Mother and Father and the final session on December 30, 2015 with Mother only.

8. Following his December 30, 2015 session, it was agreed that Son would need no further treatment provided that he obtained a job within one month, which Son accomplished.

9. On December 4, 2015, Respondent met with Daughter, Mother and Father relating to Daughter's problems. Respondent met with Daughter alone later on the afternoon of December 11, 2015.

10. Thereafter, between December 12, 2015 and December 18, 2015, Respondent met alone with Daughter for two sessions, one session with Daughter and Mother and one session with Daughter, Son, Mother and Father regarding Daughter's and Son's treatment.

11. After her December 18, 2015 session, Daughter was discharged to Dr. Okumoto for further treatment because she was resistant to therapeutic interventions.

12. Beginning in early October 2015, Mother and Respondent communicated regarding the scheduling of appointments by text messages.

13. By mid-January 2016, Respondent believed all patient-physician relationships had ended.

14. In mid-January 2016, Respondent and Mother began text messaging each other regarding non-treatment related topics. At the end of the same month, Respondent and Mother began having a romantic/sexual relationship.

15. This relationship continued until approximately March or April 2016.

16. On or about April 27, 2016, Mother and Father apparently reconciled.

17. On or about April 29, 2016, Mother informed Respondent that she had reconciled with Father and requested that Respondent cease contact with her.

18. Between approximately May 1, 2016 and May 6, 2016, Respondent sent Mother several texts messages seeking to reconcile. Respondent also drove by Mother and Father's residence on more than one occasion in late April and/or early May 2016.

19. On May 4, 2016, Mother and Father filed a Petition for Ex Parte Temporary Restraining Order and Injunction Against Harassment against Respondent ("the TRO proceeding"), which Respondent did not oppose.

20. Following a May 19, 2016 hearing, the petition was granted.

21. In a June 23, 2016 letter, Respondent's attorney notified the Board of the issuance of a temporary restraining order.

22. In a September 28, 2016 letter, Respondent's counsel notified the Board of the issuance of a First Amended Injunction Against Harassment in the TRO proceeding, which Respondent again did not oppose.

23. Sometime in the latter half of 2016, Respondent was referred by Pu'ulu Lapa'au ("PL") to Acumen Assessments, LLC ("Acumen") for an assessment of Respondent's fitness to practice.

24. On October 10 through October 13, 2016, Respondent was evaluated at the offices of Acumen in Lawrence, Kansas, and its November 2016 assessment report was forwarded to RICO's investigator. Follow up assessments and corresponding reports by Acumen were provided to RICO on February 2017, March 2017, and October 10, 2017.

25. In a March 10, 2017 letter, Respondent notified the Board that effective February 17, 2017, Respondent had suspended his medical practice and closed his office at 1188 Bishop Street, Suite 2101, Honolulu, Hawaii 96813.

26. Respondent completed longitudinal treatment with Acumen on February 6 through February 24, 2016, May 22 through May 26, 2017, and August 21, through August 25, 2017 and is scheduled to complete treatment in February 2018.

27. As of the date this Settlement Agreement is executed, Respondent has not returned to the practice of medicine in the State of Hawaii.

28. The parties jointly represent that prior to the Board's consideration of this Settlement Agreement, the parties will provide the Board with information from PL and/or Acumen regarding Respondent's current fitness to practice medicine.

29. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is represented by Michael J. Van Dyke, Esq., Chong, Nishimoto, Sia, Nakamura & Goya, LLLP, Pauahi Tower Suite 2500, 1003 Bishop Street, Honolulu, Hawaii 96813 for purposes of this Settlement Agreement.

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 allegations received by RICO are proven at hearing.

5. Respondent acknowledges that by undertaking the conduct described above with respect to his interactions with Daughter, Son and Mother, he violated Hawaii Revised Statutes ("HRS") §453-8(a)(9)(Conduct or practice contrary to recognized standards of ethics of the medical profession as adopted by the American Medical Association; specifically, Opinion 8.145, American Medical Association Code of Medical Ethics [2014-2015 ed.], which discourages sexual relations between physicians and key-third parties). Petitioner and Respondent agree that Respondent enters into this Settlement Agreement for purposes of resolving this administrative action only, that this Settlement Agreement constitutes a settlement agreement and compromise under the Hawaii/Federal Rules of Evidence for the purposes of civil litigation, and that this Settlement Agreement shall not be admissible in any other civil and/or criminal litigation or administrative matter.

6. Respondent understands that any false or untrue statement or any misrepresentation or omission of fact by Respondent in this Settlement Agreement which is material to Respondent's fitness to practice medicine may be grounds for further disciplinary action under HRS chapters 436B and 453.

7. Respondent further 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. By executing this Settlement Agreement, Respondent agrees that PL and Acumen may share with the Board information in PL and Acumen's possession regarding Respondent's ongoing fitness to practice medicine.

9. 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.

10. Respondent represents that as of the date he executes this Settlement Agreement, he has complied with all terms and conditions of his contract with PL and has complied with all treatment recommendations, including evaluation/treatment at Acumen.

11. Respondent specifically provides a waiver of his physician-patient privilege solely to the extent to allow the Board to review periodic reports which include other information provided by Acumen and PL to the Board regarding Respondent's contract with PL relating to Respondent's ongoing fitness to practice medicine. However, these documents are not part of this Settlement Agreement and will be otherwise kept confidential and not be further disclosed to anyone by the Board without an order from a court.

12. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. MED 2016-147-L.

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

14. Respondent understands this Settlement Agreement is public record pursuant to HRS chapter 92F.

C. TERMS OF SETTLEMENT:

1. Suspension of License. Respondent's license to practice medicine in the State of Hawaii is hereby suspended for one year, effective immediately upon the approval of this Settlement Agreement by the Board.

2. Submission of Indicia of Licensure. Respondent agrees to submit all indicia of licensure to the Board's Executive Officer within twenty calendar days of receipt by Respondent of this approved Settlement Agreement.

3. Providing Board with Copies of Contract. Respondent agrees to provide or arrange for PL to provide copies of his current contract(s) with PL and assessment reports from Acumen to the Board within ten (10) days of notification to Respondent of approval of this Settlement Agreement. For purposes of this Settlement Agreement, the mailing address of the Board is DCCA-PVL, Attn.: BME, P.O. Box 3469, Honolulu, Hawaii 96801.

4. Providing PL with Copies of Approved Settlement Agreement. Respondent agrees to provide the appropriate representatives of PL with a copy of the executed Settlement Agreement within ten (10) days of being notified of the approval of the Settlement Agreement.

5. Notifying Board of Changes to Contract[s]. Respondent shall notify or arrange to have PL notify the Board of any changes to his contract with PL and shall provide the Board with a copy of the amended contract within ten (10) days of such change.

6. Compliance with Terms of Contract[s]. Respondent shall remain in compliance with all terms of his contracts with PL.

7. Notification of Violations. Respondent shall notify the Board of any violation by Respondent of his contract with PL within fifteen (15) days of the violation.

8. Education Course[s]. Respondent, at his expense, shall satisfactorily complete a class or classes in ethics. Within ten days of receipt of the approved Settlement Agreement, Respondent shall submit a written request to the Executive Officer of the Board to find out what course or courses Respondent is required to take, when the course or courses shall be completed, and when the verification of successful completion must be submitted to the Board. Failure to comply with this term shall constitute failure to comply with this Settlement Agreement.

9. Administrative Fine. Respondent agrees to pay an administrative fine in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). 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 shall be due at the time this Settlement Agreement is returned to RICO.

10. Censure. Respondent agrees to the censure of his license by the Board.

11. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with any the terms of this Settlement Agreement as set forth 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.

12. Changes to PL Contract. If Acumen or PL is no longer willing to monitor Respondent, or dissolves, or is succeeded by another entity, Respondent shall inform the Board immediately so that this matter shall come before the Board again for further consideration.

13. Reinstatement. Respondent's compliance with the terms of this agreement and his contract with PL will entitle him to reinstatement of his medical license. Prior to applying for reinstatement of his suspended license, Respondent shall arrange for PL to provide directly to the Board an end report and recommendation regarding Respondent's ability to resume the unconditioned practice of medicine. In addition, if PL recommends any program, assessment or evaluation for Respondent, Respondent shall have completed those programs prior to applying for reinstatement. At that time, the Board may evaluate what, if any, conditions are warranted upon Respondent's license to practice medicine.

14. 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.

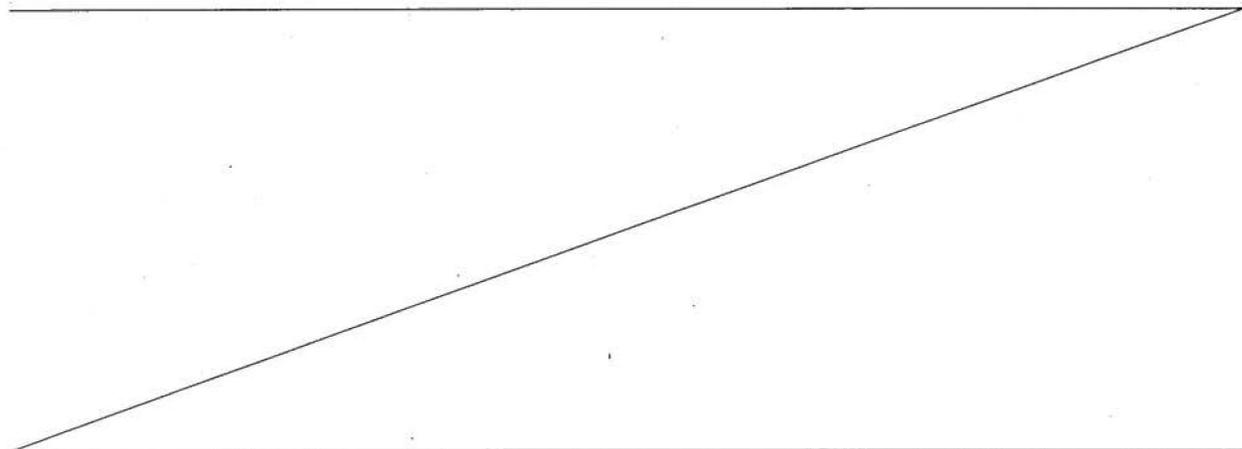
15. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.16, C.17, C.18, and C.19 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

16. 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.

17. 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.

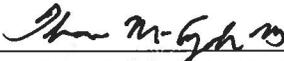
18. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not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

19. 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.

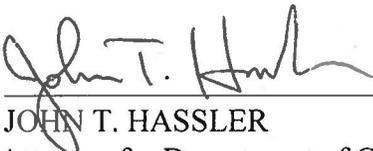


IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, 2/13/18  
(CITY) (STATE) (DATE)

  
THOMAS MASATO SUYEOKA, M.D.  
Respondent

DATED: Honolulu, Hawaii, **FEB 16 2018**  
(CITY) (STATE) (DATE)

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

APPROVED AS TO FORM:

  
MICHAEL J. VAN DYKE, ESQ.  
Attorney for Respondent

IN THE MATTER OF THE PHYSICIAN'S LICENSE OF THOMAS MASATO SUYEOKA,  
M.D.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY  
ACTION AND BOARD'S FINAL ORDER; RICO CASE NO. MED 2016-147-L.

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APPROVED AND SO ORDERED:  
HAWAII MEDICAL BOARD  
STATE OF HAWAII

**MAR 08 2018**

  
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IONE GEIMER-FLANDERS, D.O.  
Chairperson

\_\_\_\_\_  
DATE

  
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PETER HALFORD, M.D.  
Vice Chairperson

  
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GERARD K. AKAKA, M.D.

  
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SHARON BINTLIFF, M.D.

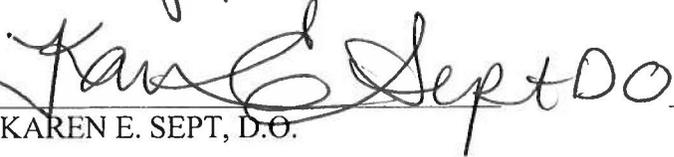
  
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MARIA B.J. CHUN, Ph.D.

  
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FRANKLIN V.H. DAO, M.D.

  
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DARREN K. EGAMI, M.D.

  
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PETER D. HOLT, M.D.

  
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PALASI PULETASI

  
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KAREN E. SEPT, D.O.

\_\_\_\_\_  
GERI YOUNG, M.D.

STATE OF Hawaii )  
City + ) SS.  
COUNTY OF Honolulu )

On this 13<sup>th</sup> day of February, 2018, before me personally appeared THOMAS MASATO SUYEOKA, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

This 10-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

February 13, 2018 was acknowledged before me by THOMAS MASATO SUYEOKA this 13<sup>th</sup> day of February, 2018, in the City of Honolulu, in the County of Honolulu, in the State of Hawaii.

Judy Kay Troyer  
Name: Judy Kay Troyer  
Notary Public, State of Hawaii

My Commission expires: 2/21/19