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DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

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& CONSUMER AFFAIRS
E OF HAWAII

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Attorney for Petitioner, Department
of Commerce and Consumer Affairs

HEARINGS OFFICE

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

In the Matter of the License to Practice) PSY 2023-11-L
Psychology of)
REUBEN LELAH, Psy.D.,) SETTLEMENT AGREEMENT PRIOR TO
Respondent.) FILING OF PETITION FOR DISCIPLINARY
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 ("RICO" or "Petitioner"), through its
undersigned attorney, and Respondent REUBEN LELAH, Psy.D. ("Respondent"), enter into this
Settlement Agreement Prior to Filing of Petition for Disciplinary Action ("Settlement Agreement")
on the terms and conditions set forth herein below.

A. **UNCONTESTED FACTS**

1. At all times relevant herein, Respondent was licensed by the Board of Psychology
("Board") as a psychologist under license number PSY-560. Respondent's license was issued on
or about September 22, 1995, and will expire or forfeit on June 30, 2024, unless timely renewed.

2. Respondent's mailing address for purposes of this action is [REDACTED]
[REDACTED] His email address is [REDACTED]

3. The Board has jurisdiction over the subject matter, parties, and license referenced
herein, pursuant to chapters 436B and 465, Hawaii Revised Statutes ("HRS").

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B. RICO ALLEGATIONS

1. On or about June 1, 2019, through December 31, 2019, in the County of Hawaii, State of Hawaii, Respondent, while working and practicing as a Board-licensed psychologist, did behave and act inappropriately and unprofessionally while treating a patient.

2. The foregoing allegation(s), if established at an administrative hearing before the Board, would violate the following provision(s) of the Hawaii Revised Statutes (“HRS”) governing psychologists in the State of Hawaii:

- HRS § 465-13(a)(1) (authorizing the Board to deny, revoke, limit, or suspend the psychologist license of any Hawaii licensee who has engaged in *professional misconduct, gross carelessness, manifest incapacity, or incompetency in the practice of psychology*).

C. 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 this case. Pursuant to section 91-9(d), HRS, 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 psychologist 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 established at a hearing.

5. Respondent does not admit to violating any law or rule herein above but acknowledges that RICO has sufficient cause and good faith 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 fully and finally resolve the licensing issues raised in RICO Case Number PSY 2023-11-L.

8. Respondent understands that RICO enters into this Settlement Agreement and agrees to the terms and conditions hereof, based on Respondent’s representations made herein.

9. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under chapters 436B and 465, HRS.

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

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

12. Respondent understands and acknowledges that, upon its approval, this Settlement Agreement constitutes disciplinary action.

D. TERMS OF SETTLEMENT

1. Revocation of License. Respondent stipulates and agrees to the revocation of his license to practice as a psychologist in the State of Hawaii. The revocation shall become effective immediately upon the Board's approval of this Settlement Agreement. Respondent shall turn in all indicia of his license to the Executive Officer of the Board at DCCA-PVL, Attention: PSY, P.O. Box 3469, Honolulu, Hawaii 96801, within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

2. Five-Year Prohibition on Applying for a New License. Respondent understands and agrees that, in accordance with sections 92-17 and 436B-21, HRS, he may not apply for or obtain a new license to practice psychology in the State of Hawaii until the expiration of at least five (5) years after the effective date of the revocation of Respondent's current license, described herein above. Respondent further understands and agrees that if Respondent desires to become licensed again, he must apply to the Board for a new license pursuant and subject to sections 92-17 and 436B-21, HRS, and all other applicable laws and rules in effect at such time.

3. Immediate Cessation of Practice. Effective as of the date Respondent executes this Settlement Agreement, Respondent stipulates and agrees to immediately cease all operation of his business and to immediately cease the practice of psychology and any and all psychology-related activities. Respondent shall be barred from engaging in any activities, services, and/or occupations that "provide psychological treatment to seriously ill children and adolescents using traditional and multi-disciplinary treatments." He must not contact or attempt to contact, directly or indirectly, any minor child nor reside in the same residence with minor children without the written permission of RICO. Respondent shall immediately cease and must refrain from the practice of psychology and all psychology-related activities, services, and/or occupations defined under section 465-1, HRS, and contemplated within the scope of chapter 465, HRS, including but not limited to the observation, description, evaluation, interpretation, or modification of human behavior by the application of psychological principles, methods, or procedures, for the purpose of preventing or eliminating symptomatic, maladaptive, or undesired behavior and of enhancing interpersonal relationships, work and life adjustment, personal effectiveness, behavioral health,

and mental health. He must not engage in any activity, service, and/or occupation that is similar, related, or adjacent to psychological testing and the evaluation or assessment of personal characteristics, such as intelligence, personality, abilities, interests, aptitudes, and neuropsychological functioning; counseling, psychoanalysis, psychotherapy, hypnosis, biofeedback, and behavior analysis and therapy; diagnosis and treatment of mental and emotional disorder or disability, alcoholism and substance abuse, and disorders of habit or conduct, as well as of the psychological aspects of physical illness, accident, injury, or disability; and psychoeducational evaluation, therapy, remediation, and consultation.

4. 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 Paragraphs D.1, D.2, and D.3 herein above, or if Respondent is found to have materially misrepresented or omitted any material fact from Paragraphs C.1 through C.12 herein above, or both, then Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to the same. In the case of such revocation, Respondent shall turn in all indicia of his 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 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 further understands that if Respondent desires to become licensed again, Respondent must apply to the Board for a new license pursuant and subject to, and in compliance with sections 92-17 and 436B-21, HRS, and all other applicable laws and rules in effect at the time.

5. 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 psychologists in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

6. Approval of the Board. Respondent agrees that, except for the representations, agreements, and covenants contained in Paragraphs D.7, D.8, D.9, and D.10 herein below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

7. No Objection If the Board Does Not 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 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.

8. 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.

9. 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, 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.

10. 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. Each signatory to this Settlement Agreement hereby represents and warrants that he/she/they is/are authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Hilo, HI, 5/31/24
City State Date

Reuben Lelah
REUBEN LELAH, Psy.D.
Respondent

DATED: Honolulu, Hawaii, 05/31/2024
City State Date

Liza O. Canady
LIZA O. CANADY
Attorney for Petitioner, Department
of Commerce and Consumer Affairs

IN THE MATTER OF THE LICENSE TO PRACTICE PSYCHOLOGY OF REUBEN LELAH,
PSY.D.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. PSY 2023-11-L.


APPROVED AND SO ORDERED:
BOARD OF PSYCHOLOGY
STATE OF HAWAII




JILL OLIVEIRA CABBAB, Ph.D.
Chairperson

JUN 07 2024

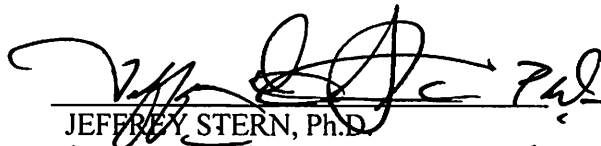
DATE



JUNE CHING, Ph.D.
Vice Chairperson



DON PEDRO, Psy.D.



JEFFREY STERN, Ph.D.

PVL 05/13/2024