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9 **BEFORE THE ARIZONA STATE BOARD OF PHARMACY**

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11 In the Matter of
12 **Stephen Thomas, R.Ph. (Owner)**
Thomas Laboratories, Inc.
13 Holder of Wholesaler Permit
14 No. W000174 in the
15 State of Arizona

Board Case No. 13-0006-PHR

**CONSENT AGREEMENT
FOR CIVIL PENALTY**

16 In the interest of a prompt and judicious settlement of this case, consistent with the
17 public interest, statutory requirements and the responsibilities of the Arizona State Board
18 of Pharmacy ("Board") under A.R.S. § 32-1901, *et. seq.*, Thomas Laboratories, Inc.
19 ("Respondent"), holder of Wholesaler Permit Number W000174 in the State of Arizona,
20 and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law
21 and Order ("Consent Agreement") as a final disposition of this matter.

22

RECITALS

23 1. Respondent has read and understands this Consent Agreement and has had
24 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
25 opportunity to discuss this Consent Agreement with an attorney.

26

1 2. Respondent understands that it has a right to a public administrative hearing
2 concerning this matter at which hearing it could present evidence and cross examine
3 witnesses. By entering into this Consent Agreement, Respondent knowingly and
4 voluntarily relinquishes all right to such an administrative hearing, as well as rights of
5 rehearing, review, reconsideration, appeal, judicial review or any other administrative
6 and/or judicial action, concerning the matters set forth herein.

7 3. Respondent affirmatively agrees that this Consent Agreement shall be
8 irrevocable.

9 4. Respondent understands that this Consent Agreement or any part of the
10 agreement may be considered in any future disciplinary action by the Board against it.

11 5. Respondent understands this Consent Agreement deals with Board
12 Complaint No. 4101 involving allegations of unprofessional conduct against Respondent.
13 The investigation into these allegations against Respondent shall be concluded upon the
14 Board's adoption of this Consent Agreement.

15 6. Respondent understands that this Consent Agreement does not constitute a
16 dismissal or resolution of any other matters currently pending before the Board, if any,
17 and does not constitute any waiver, express or implied, of the Board's statutory authority
18 or jurisdiction regarding any other pending or future investigation, action or proceeding.

19 7. Respondent also understands that acceptance of this Consent Agreement
20 does not preclude any other agency, subdivision, or officer of this State from instituting
21 any other civil or criminal proceedings with respect to the conduct that is the subject of
22 this Consent Agreement.

23 8. Respondent acknowledges and agrees that, upon signing this Consent
24 Agreement and returning this document to the Board's Executive Director, it may not
25 revoke its acceptance of the Consent Agreement or make any modifications to the
26 document regardless of whether the Consent Agreement has been signed by the

1 Executive Director. Any modification to this original document is ineffective and void
2 unless mutually agreed by the parties in writing.

3 9. This Consent Agreement is subject to the approval of the Board and is
4 effective only when accepted by the Board and signed by the Executive Director. In the
5 event that the Board does not approve this Consent Agreement, it is withdrawn and shall
6 be of no evidentiary value and shall not be relied upon nor introduced in any action by
7 any party, except that the parties agree that should the Board reject this Consent
8 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the
9 Board was prejudiced by its review and discussion of this document or any records
10 relating thereto.

11 10. If a court of competent jurisdiction rules that any part of this Consent
12 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
13 shall remain in full force and effect.

14 11. Respondent understands that this Consent Agreement is a public record that
15 may be publicly disseminated as a formal action of the Board and may be reported as
16 required by law to the National Practitioner Data Bank and the Healthcare Integrity and
17 Protection Data Bank.

18 12. Respondent understands that any violation of this Consent Agreement
19 constitutes unprofessional conduct and may result in disciplinary action. A.R.S. §§ 32-
20 1901.01(B) (20), -1927(A) (1).

21 13. Respondent agrees that the Board will adopt the following Findings of Fact,
22 Conclusions of Law and Order.

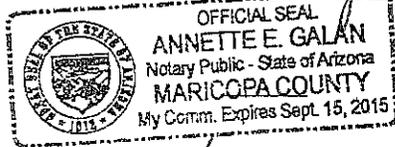
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1 **ACCEPTED AND AGREED BY RESPONDENT**

2 Stephen Thomas Dated: 1/08/2013

3 Stephen Thomas, R.Ph. (Owner)
4 Thomas Laboratories, Inc.

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6 Subscribed and sworn to before me in the County of Maricopa, State of
7 Arizona, this 8th day of January, 2013, by Stephen Thomas.



9 Annette E. Galan
10 NOTARY PUBLIC

11 My Commission expires: Sept. 15, 2015

12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for licensing and regulating the
14 practice of pharmacy in the State of Arizona.

15 2. Respondent is the holder of wholesaler permit number W000174 in the
16 State of Arizona.

17 3. During all relevant times to these findings, Respondent operated as a
18 wholesaler located at 9165 West Van Buren, Phoenix, Arizona 85353.

19 4. During an investigation on April 26, 2012, Respondent was requested to
20 produce records of destruction of a non-prescription drug intended for animal use only
21 (Terramycin Ophthalmic Ointment) after a review of Respondent's records indicated that
22 it purchased 1,174 units of the non-prescription drug and sold 1,036 units.

23 5. The records Respondent produced on April 26, 2012 regarding the purchase
24 and sale of these units of Veterinary Product did not contain information for consumer
25
26

1 EXECUTED COPY OF THE FOREGOING MAILED
2 BY CERTIFIED MAIL

3 this 25 day of January, 2013 to:

4 Roger Morris
5 Christine Cassetta
6 Quarles & Brady, LLP
7 One Renaissance
8 Two North Central Avenue
9 Phoenix, Arizona 85004
10 Counsel for Respondent

11 Stephen Thomas, R.Ph.
12 Thomas Laboratories, Inc.
13 9165 West Van Buren
14 Tolleson, Arizona 85353

15 EXECUTED COPY OF THE FOREGOING MAILED
16 this 25 day of January, 2013 to:

17 Montgomery Lee
18 Assistant Attorney General
19 1275 W. Washington Street, CIV/LES
20 Phoenix, Arizona 85007
21 Attorney for the Board
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24
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