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

8
9 In the Matter of

10 **DENISE SUDKAMP,**
11 **(a/k/a DENISE GUNNARSSON)**

Holder of License No. 306
12 As a Pharmacy Technician
13 In the State of Arizona

CONSENT AGREEMENT

No. 07-0001-PHR

14 **RECITALS**

15 In the interest of a prompt and judicious settlement of this case, consistent with the
16 public interest, statutory requirements and the responsibilities of the Arizona State Board
17 of Pharmacy ("Board") and under A.R.S. §§ 32-1901, *et. seq.* and 41-1092.07(F)(5),
18 Denise Sudkamp ("Respondent"), holder of Pharmacy Technician License Number 306
19 in the State of Arizona, and the Board enter into the following Recitals, Findings of Fact,
20 Conclusions of Law and Order ("Consent Agreement") as a final disposition of this
21 matter.

22 1. Respondent has read and understands this Consent Agreement and has had
23 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
24 opportunity to discuss this Consent Agreement with an attorney.
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26

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

11 5. Respondent understands this Consent Agreement deals with Board
12 Complaint No. 3065 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. All admissions made by the Respondent in this Consent Agreement are
24 made solely for the final disposition of this matter, and any related administrative
25 proceedings or civil litigation involving the Board and Respondent. Therefore, any
26

1 admissions made by Respondent in this Consent Agreement are not intended for any
2 other use, such as in the context of another regulatory agency's proceedings, or civil or
3 criminal proceedings, whether in the State of Arizona or in any other state or federal
4 court.

5 9. Respondent acknowledges and agrees that, upon signing this Consent
6 Agreement and returning this document to the Board's Executive Director, she may not
7 revoke her acceptance of the Consent Agreement or make any modifications to the
8 document regardless of whether the Consent Agreement has been signed by the
9 Executive Director. Any modification to this original document is ineffective and void
10 unless mutually agreed by the parties in writing.

11 10. Respondent understands that the Consent Agreement shall not become
12 effective unless and until adopted by the Board and signed by its Executive Director.

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

16 12. Respondent understands and agrees that if the Board does not adopt this
17 Consent Agreement, she will not assert as a defense that the Board's consideration of this
18 Consent Agreement constitutes bias, prejudice, prejudgment or other similar defenses.

19 13. Respondent understands that this Consent Agreement is a public record that
20 may be publicly disseminated as a formal action of the Board and may be reported as
21 required by law to the National Practitioner Data Bank and the Healthcare Integrity and
22 Protection Data Bank.

23 14. Respondent understands that any violation of this Consent Agreement
24 constitutes unprofessional conduct and may result in disciplinary action. A.R.S. §§ 32-
25 1901.01(B)(20), -1927(A)(1).



1 ACCEPTED AND AGREED BY RESPONDENT

2 Denise Sudkamp Jordan Dated: 8-29-06
3 Denise Sudkamp

4 Subscribed and sworn to before me in the County of Mohave, State of Arizona

5 this 29 day of August, 2006, by Denise Sudkamp.

6
7
8 Notary Public State of Arizona
Mohave County
Martha Grzelak
Expires January 20, 2007

9 Martha Grzelak
NOTARY PUBLIC

My Commission expires: _____

10 **FINDINGS OF FACT**

- 11 1. Respondent was employed as a pharmacy technician at K-mart
- 12 ("Company") store #3707 in Lake Havasu City, Arizona.
- 13 2. On or about November 28, 2005, Respondent provided a random urine
- 14 sample in accordance with the Company's Professional Drug Testing Policy.
- 15 3. The urine sample tested positive for the presence of marijuana metabolites.
- 16 4. As a result of that positive test result, the Company terminated
- 17 Respondent's employment.
- 18 5. On or about January 4, 2006, the Company informed the Board about the
- 19 incident.

20 **CONCLUSIONS OF LAW**

- 21 1. The Board possesses jurisdiction over the subject matter and over
- 22 Respondent pursuant to A.R.S. § 32-1901 *et seq.*
- 23 2. The Board may discipline a pharmacy technician who has engaged in
- 24 unprofessional conduct. A.R.S. § 32-1927.01(A)(1).

1 2. Respondent's license shall be placed on PROBATION for a period of one
2 (1) year from the effective date of this Order. Respondent shall comply with the
3 following terms of probation:

- 4 a. Respondent shall participate in the Treatment Assessment Screening
5 Center, Inc. ("TASC Inc.") Marijuana/Paraphernalia Program.
6 Respondent shall participate in TASC's random urinalysis testing
7 schedule, not less than three times per month. Respondent shall
8 participate in TASC's sixteen week group counseling class, as well
9 as attend the required self-help group meetings.
- 10 b. Respondent shall provide monthly reports to the Board regarding her
11 progress in the program, as well as sign any releases to provide the
12 Board with information regarding her progress in the program.
- 13 c. Respondent shall bear all costs of compliance with this Order,
14 including all costs associated with participating in the TASC
15 program.
- 16 d. Respondent shall furnish all pharmacy employers with a copy of this
17 Board Order throughout the term of her probation.
- 18 e. Respondent shall advise the Board immediately of any change in
19 pharmacy employment status throughout the term of her probation.
- 20 f. Respondent shall furnish the Board with a list of all jurisdictions in
21 which she maintains or has maintained licensure as a pharmacy
22 technician along with the registration numbers of said licenses.
- 23 g. Respondent shall obey all federal and state laws and rules governing
24 her practice as a pharmacy technician.
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3. If Respondent violates this Order in any way or fails to fulfill the requirements of this Order, the Board may automatically revoke Respondent's license.

4. Respondent shall appear before the Board at a regularly scheduled meeting one year after the effective date of his probation to request that the probation imposed by this Order be terminated. Respondent's failure to petition the Board to terminate the probation shall extend the probation period.

DATED this 26th day of September, 2006.

ARIZONA STATE BOARD OF PHARMACY

(Seal)

By: 
HAL WAND, R.Ph.
Executive Director

1 ORIGINAL OF THE FORGOING FILED
this 26 day of September, 2006, with:

2 Arizona State Board of Pharmacy
3 4425 W. Olive Avenue, Suite 140
4 Glendale, Arizona 85302

5 EXECUTED COPY OF THE FOREGOING MAILED
6 BY CERTIFIED MAIL
this 26 day of September, 2006, to:

7 Denise Sudkamp
8 4010 Buckeye Drive
9 Lake Havasu City, Arizona 86406

10 EXECUTED COPY OF THE FOREGOING MAILED
11 this 26 day of September, 2006, to:

12 Dawn Walton Lee
13 Assistant Attorney General
14 1275 W. Washington Street, CIV/LES
15 Phoenix, Arizona 85007

16 Christopher Munns
17 Assistant Attorney General
18 Solicitor General's Office
19 1275 W. Washington Street
20 Phoenix, Arizona 85007

21 

22 #478249

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3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Denise Sudkamp
1471 PARK TERRACE AVE
LAKE HAVASU CITY AZ
86406

2. Article Number (Transfer from service label)
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PS Form 3811, February 2004 Domestic Return Receipt

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1. Article Addressed to:

Denise Sudkamp
4010 Buckeye
Lake Havasu City
AZ 86406

2. Article Number (Transfer from service label)
 7005 1820 0000 7585 8510

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540