BEFORE THE ARIZONA STATE BOARD OF PODIATRY EXAMINERS

IN THE MATTER OF:

Tosha Klotzbach-Larios, DPM,

Holder of License No. POD-000684 For the Practice of Podiatry In the State of Arizona.

Respondent,

Case No.

24-14-C

DISCIPLINARY CONSENT AGREEMENT FOR ORDER OF SURRENDER

By mutual agreement and understanding between the Arizona State Board of Podiatry Examiners ("Board") and Tosha Klotzbach-Larios, DPM, ("Respondent"), in order to resolve this case quickly and judiciously, the parties enter into this Disciplinary Consent Agreement for Order of Surrender ("Consent Agreement") in lieu of further administrative and judicial proceedings. It is consistent with the public interest and the requirements and statutory authority of the Board, specifically, A.R.S. §§ 32-801, et seq., and 41-1092.07(F)(5).

PARTIES AND JURISDICTION

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

2. Respondent holds license no. POD-000684 initially issued by the Board on July 8, 2008, which allows her to practice as a podiatrist in the State of Arizona, and will expire if not renewed on June 30, 2025.

3. The Board possesses jurisdiction over the subject matter and over Respondent pursuant to A.R.S. § 32-801, et seq.

RECITALS

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

2. Respondent neither admits or denies the allegations in Complaint No. 24-14-C, but enters into this Consent Agreement as a practical and expeditious resolution of this matter in recognition of their personal and health related circumstances.

3. Respondent understands this Consent Agreement deals with Board Complaint No. 24-14-C involving allegations against her. This Consent Agreement shall resolve all issues the Board has reviewed and investigated regarding the allegations in this matter and the investigation into these allegations against Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

4. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter in the interest of time and resources, and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future.

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

6. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to, violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

9. This Consent Agreement is subject to the Board's approval and will be effective only when the Board accepts it and it is signed on behalf of the Board. In the event that the Board, in its discretion, does not approve this Consent Agreement, it will be deemed withdrawn, will be of no evidentiary value and shall not be relied upon or introduced in any disciplinary proceeding by any party. Respondent agrees that should the Board reject this Consent Agreement and this case continues through the administrative process, she shall assert no claim that the Board was prejudiced by its review and discussion of this document or any related records.

10. Respondent further understands that this Consent Agreement, if approved and signed by the Board, constitutes disciplinary action and a public document, and shall be reported to the National Practitioners Databank as required by law.

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Any record prepared in this matter, all investigative materials prepared and 11. received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

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

13. The parties understand and agree that Portable Document Format and facsimile copies of this Consent Agreement including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

14. The findings contained in the Findings of Fact portion of the Consent Agreement are conclusive evidence of the stated facts for only proceedings with and between the Board and Respondent. The Board may consider this Consent Agreement when and if future disciplinary proceedings arise.

15. Respondent accepts the Board approving the following Findings of Fact, Conclusions of Law and Order.

day of December , 2024. DATED this 29

Tosha Klotzbach-Larios, DPM,

FINDINGS OF FACT

1. On September 30, 2024, the Board received a complaint against Respondent from her former employer alleging Respondent committed actionable violations of Board statute and rule related to credentialing representations and the unauthorized use of other providers credentials for prescribing purposes in the state of California.

The Board heard the matter and reviewed the available material at its regular meeting on November 13, 2024. At that time the Board requested further documentation regarding the allegations in the complaint and returned the matter to investigation. Additionally, the Board referred the matter and it's material to the Arizona Attorney General's criminal division for review and potential prosecution.

3. Respondent has voluntarily requested this consent agreement to surrender her license in lieu of further investigation and proceedings as a practical resolution of this matter, and to prioritize her personal health related issues. Respondent also presented information with her request related to her ability to practice.

4. Due to Respondent's request to surrender her license and in consideration of her general health conditions disclosed as part of the Board's investigation, the Board offers and enters into this disciplinary consent agreement and order for surrender of her license to practice podiatry in the State of Arizona.

CONCLUSIONS OF LAW

1. The Board has jurisdiction over the subject matter hereof and over Respondent, holder of license no. POD-000684 for the practice of Podiatry in the State of Arizona.

2. Pursuant to A.R.S. § 41-1092.07(F)(5), the Board may informally dispose of matters by stipulation, agreed settlement, consent order or default.

ORDER FOR SURRENDER

IT IS HEREBY ORDERED, that Respondent's podiatry license is **immediately surrendered** to the Board, under the authority of A.R.S. §§ 32-801, *et seq.*, and 41-1092.07(F)(5). Moreover, Respondent shall immediately return to the Board any certificates, papers, and/or documentation that signifies to the public that she is a licensed Arizona podiatrist.

DATED this 9th day of January, 2025.

ARIZONA STATE BOARD OF PODIATRY EXAMINERS

Barbara a. Campbell, D.P.M.

Barbara Campbell, D.P.M. Board President

A copy of the following mailed by US REGULAR MAIL and EMAIL, this 9th day of January, 2025 to:

Tosha Klotzbach-Larios, DPM 4072 Star Track Way Fallbrook, CA 92028