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2 **RECITALS**

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

6 2. Respondent neither admits or denies the allegations in Complaint No. 24-
7 14-C, but enters into this Consent Agreement as a practical and expeditious resolution of
8 this matter in recognition of their personal and health related circumstances.

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

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

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

22 6. Furthermore, and notwithstanding any language in this Consent Agreement,
23 this Consent Agreement does not preclude in any way any other state agency or officer or
24 political subdivision of this state from instituting proceedings, investigating claims, or
25 taking legal action as may be appropriate now or in the future relating to this matter or
26 other matters concerning Respondent, including but not limited to, violations of Arizona's
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1 Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board,
2 this Consent Agreement makes no representations, implied or otherwise, about the views
3 or intended actions of any other state agency or officer or political subdivision of the state
4 relating to this matter or other matters concerning Respondent.
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6 7. Respondent acknowledges and agrees that, upon signing this Consent
7 Agreement and returning this document to the Board's Executive Director, she may not
8 revoke acceptance of the Consent Agreement or make any modifications to the document
9 regardless of whether the Consent Agreement has been signed by the Executive Director.
10 Any modification to this original document is ineffective and void unless mutually agreed
11 by the parties in writing.

12 8. Respondent understands that she has a right to a public administrative
13 hearing concerning this matter at which hearing she could present evidence and cross
14 examine witnesses. By entering into this Consent Agreement, Respondent knowingly and
15 voluntarily relinquishes all right to such an administrative hearing, as well as rights of
16 rehearing, review, reconsideration, appeal, judicial review or any other administrative
17 and/or judicial action, concerning the matters set forth herein.
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19 9. This Consent Agreement is subject to the Board's approval and will be
20 effective only when the Board accepts it and it is signed on behalf of the Board. In the
21 event that the Board, in its discretion, does not approve this Consent Agreement, it will
22 be deemed withdrawn, will be of no evidentiary value and shall not be relied upon or
23 introduced in any disciplinary proceeding by any party. Respondent agrees that should the
24 Board reject this Consent Agreement and this case continues through the administrative
25 process, she shall assert no claim that the Board was prejudiced by its review and
26 discussion of this document or any related records.
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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.

2. 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.

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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.

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2 **ORDER FOR SURRENDER**

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

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9 DATED this 9th day of January, 2025.

10 ARIZONA STATE BOARD OF
11 PODIATRY EXAMINERS

12 *Barbara A. Campbell, D.P.M.*

13 Barbara Campbell, D.P.M.
14 Board President

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

18 Tosha Klotzbach-Larios, DPM
19 4072 Star Track Way
20 Fallbrook, CA 92028
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