

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Brittany Nowell)
PT30196)
Expires 03/18/2026)

Docket No. PHA-2023-0122
CAS-2023-0557

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy (“Board”) and Brittany Nowell (“Licensee”), pharmacy technician licensed by the Board, License No. PT30196, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee’s record maintained by the Board:

1. The Licensee acknowledges that the Board opened a complaint against their Massachusetts pharmacy technician license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2023-0122 (“the Complaint”).¹
2. The Licensee and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:
 - a. The Licensee worked as a pharmacy technician at all times relevant to this Agreement.
 - i. *While employed by Walgreens Pharmacy as a pharmacy technician, the Licensee diverted the following controlled substance(s):
 1. 30 dexmethylphenidate ER 15mg capsules
 - ii. The Licensee did not have valid prescriptions for said controlled substances.
 - iii. The Licensee signed a written admission that they diverted said controlled substances.

¹ The term “license” includes a current license and the right to renew an expired license.

- b. On or about March 29, 2023, while working as a pharmacy technician at Walgreens Pharmacy in Mansfield, MA, the Licensee removed a prescription of 30 dexamethylphenidate ER 15mg capsules from the wall bin and left the building with the prescription.
3. The Board and Licensee acknowledge and agree that based upon the conduct described in Paragraph 2 the Board could find the Licensee in violation of *M.G.L. c. 94C, §37 warranting disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(a), (b), (e), (f), (h), (k), (r), (u), (v), & (x).
4. The Licensee agrees to SURRENDER their pharmacy technician license for an indefinite period of time and refrain from practicing as a pharmacy technician and from working in any pharmacy-related setting in Massachusetts, commencing with the date on which the Board signs this Agreement (“Effective Date”).
5. The Licensee agrees that they will not practice as a pharmacy technician or work in a pharmacy-related setting in Massachusetts from the Effective Date unless and until the Board reinstates their license.²
6. The Board agrees that in return for the Licensee’s execution of this Agreement it will not prosecute the Complaint.
7. The Licensee understands that they have a right to a formal adjudicatory hearing concerning the allegations against them and that during said adjudication they would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, M.G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.* The Licensee further understands that by executing this Agreement they are knowingly and voluntarily waiving their right to a formal adjudication of the Complaint.

² The Licensee understands that practice as a licensed pharmacy technician includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a licensed pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacy technician license. The Licensee further understands that if they accept a voluntary or paid position as a pharmacy technician, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates their license, evidence of such practice shall be grounds for the Board’s referral of any such unlicensed practice to the appropriate law enforcement authorities for prosecution.

8. The Licensee acknowledges that they have been at all times represented by Counsel or otherwise free to seek and use legal counsel in connection with the Complaint and this Agreement.
9. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
10. The Licensee certifies that they have read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal, or judicial review.

Date

Brittany Nowell
Licensee (signature)

David Sencabaugh

David Sencabaugh, R. Ph.
Executive Director
Board of Registration in Pharmacy

February 12, 2024

Effective Date

Fully Signed Agreement Sent to Licensee on February 12, 2024 by Certified Mail
No. 7020 2450 0001 9471 5078

8. The Licensee acknowledges that they have been at all times represented by Counsel or otherwise free to seek and use legal counsel in connection with the Complaint and this Agreement.
9. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
10. The Licensee certifies that they have read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal, or judicial review.

Date

2/9/24



Brittany Nowell
Licensee (signature)

David Sencabaugh, R. Ph.
Executive Director
Board of Registration in Pharmacy

Effective Date

Fully Signed Agreement Sent to Licensee on _____ by Certified Mail
No. _____

Brittany Nowell
PHA-2023-0122

