

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Fequi Simon)
PT16349)
Expires 11/02/2023)

Docket No. PHA-2023-0094

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy (“Board”) and Fequi Simon (“Licensee”), pharmacy technician licensed by the Board, License No. PT16349, 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-2023-0094 (“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 for CVS #1251, CVS #861, CVS #1006, CVS #1248, and CVS #1250 from approximately April 2021 until approximately March 2023, and at all times relevant to this Agreement.
 - i. While employed by CVS #1251, CVS #861, CVS #1006, CVS #1248, and CVS #1250 as a pharmacy technician, the Licensee diverted the following controlled substance(s):
 1. 1,000 Tablets of Clonazepam 2mg
 2. 2,000 Tablets of Alprazolam 1mg
 3. 1,000 Tablets of Alprazolam 2mg

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

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4. 30 Tablets of Diazepam 10mg

- ii. The Licensee did not have valid prescriptions for said controlled substances.
 - iii. The Licensee signed a written admission that they diverted
3. The Board and Licensee acknowledge that specific facts exist from which the Board could find that Licensee's conduct described in Paragraph 2 constitutes one or more violations violation of M.G.L. c. 94C, §37 and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(a), (h), (l) & (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 legal counsel in connection with the Complaint and this Agreement / have been at all times 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.

Viviane Simon
 Witness (sign and date)

Fequi Simon
 Licensee (sign and date)

David Sencabaugh 11/6/23

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

11.6.23

10/25/23
 Effective Date

Fully Signed Agreement Sent to Licensee on 11/6/23 by Certified Mail
 No. 7022 3330 0001 0812 7739