

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
George Wu)
PH19991)
RETIRED 12/31/2020)

Docket No. PHA-2022-0154
CAS-2022-0893

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and George Wu ("Licensee"), pharmacist licensed by the Board, License No. PH19991, 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 pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2022-0154 ("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. From at least October of 1998 to January of 2020, Licensee was employed as a pharmacist at Rite Aid 5528 ("The Pharmacy"), located in Duarte, California.
 - b. On or about October 16, 2021, Licensee entered into an agreement, Case No. 6999, with the California Board of Pharmacy in relation to allegations that Licensee diverted controlled substances from the pharmacy furnished them to third parties.
 - c. The Pharmacy later reported a loss of #50 Chlordiazepoxide, #50 Chlordiazepoxide, #143 Alprazolam, #83 Lorazepam, #100 Temazepam, #24 Hydrocodone/Acetaminophen 5/325 mg, and #100 Acetaminophen with Codeine 300/30 mg.
 - d. Per the details of the aforementioned agreement, Licensee accepted the stipulated surrender of their license to practice as a pharmacist.

¹ The term "license" includes a current license and the right to renew an expired license

George Wu
PH19991
PHA-2022-0154

Received
SEP 13 2023
General Counsel

3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(t).
4. The Licensee agrees to SURRENDER their pharmacist license for an indefinite period of time and refrain from practicing as a pharmacist 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 pharmacist 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.
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

² The Licensee understands that practice as a licensed pharmacist includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a licensed pharmacist, or a paid or voluntary position requiring that the applicant hold a current pharmacist license. The Licensee further understands that if they accept a voluntary or paid position as a pharmacist, 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.

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.

Brook Ma 9/6/23
Witness (sign and date)
Brook Ma

George Wu 9/6/2023
George Wu
Licensee (sign and date)
David Sencabaugh

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

October 20, 2023
Effective Date

Fully Signed Agreement Sent to Licensee on 10/20/2023 by
Certified Mail No. **7021 1970 0001 5718 7912**

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Brook Ma 9/6/23 George Wu 9/6/2023
Witness (sign and date) Licensee (sign and date)
Brook Ma

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

Effective Date

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