

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
JAMES W. ENOS, R.Ph.)
Reg. No. PH26631 (Exp. 12/31/10))

Received
10/23/09
BOARD OF
PHARMACY

Docket No. PHA-2009-0137

VOLUNTARY SURRENDER AGREEMENT

The Board of Registration in Pharmacy (Board) and **James W. Enos, R.Ph.** (Registrant), a pharmacist registered by the Board (Pharmacist Registration No. PH26631), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the file of Registrant that is maintained by the Board:

1. The parties enter into this Voluntary Surrender Agreement (Agreement) to the complaint pending against Registrant before the Board as Complaint Docket No. PHA-2009-0137 (Complaint).
2. The Registrant agrees that this Agreement is being entered into pursuant to Massachusetts General Laws (G.L.) Chapter 112, Section 61 for the purpose and with the intent of resolving the Complaint, which relates to Registrant's July 23, 2009 conviction of Domestic Assault with a Dangerous Weapon (State of Rhode Island Superior Court Washington County Case ID No. W2-2008-0423A), as more particularly described in the Complaint.
3. The Registrant acknowledges and voluntarily agrees to SURRENDER his license to practice as a pharmacist in the Commonwealth of Massachusetts (License No. PH26631) to the Board in resolution of the Complaint. Such surrender shall be for an indefinite period and shall continue until the Board, in its discretion, determines that the Registrant is eligible to petition for the reinstatement of his license. The Board and the Registrant agree that the Board will not review and the Registrant may not file any petition for licensure with the Board during the five (5) year period following the date of execution of this Agreement by the Registrant. At this time, the Board envisions no conditions pursuant to which Registrant would qualify for licensure as a pharmacist in the Commonwealth in the future. However, if at any time Registrant seeks licensure by the Board in the future, the Board would require the Registrant to complete certain requirements and meet specific terms and conditions for licensure prior to filing any petition for licensure, including but not limited to, successful completion of the MPRS Program for a minimum five (5) year period and re-examination, and require and impose monitoring and practice limitation conditions on his license, including but not limited to, probationary status and MPRS participation. The Registrant acknowledges that he would be required to meet all licensure requirements in effect at the time of any petition for licensure.

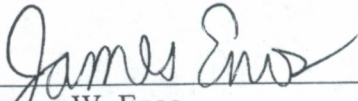
4. This Agreement and its contents shall be incorporated into the records maintained by the Board. This Agreement is a public record subject to disclosure to the public and equivalent state licensing boards.

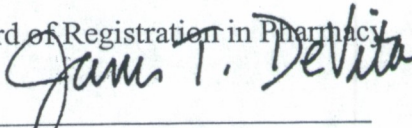
5. The Board agrees that in return for Registrant's execution of this Agreement, the Board will not advance the prosecution of the Registrant pursuant to the Complaint. Any and all other rights of the Board to take action within the scope of its authority are expressly reserved.

6. The Registrant understands and agrees that the decision to enter into this Agreement and to accept the terms and conditions herein described is a final act and is not subject to reconsideration or judicial review.

7. The Registrant states that he has used legal counsel in connection with his decision to enter into this Agreement or if he has not used legal counsel, he is aware of his right to consult legal counsel regarding this Agreement.

8. The Registrant certifies that he has read this document entitled "Voluntary Surrender Agreement". The Registrant understands that, by executing this Agreement, he is waiving his right to a formal hearing regarding the Complaint at which he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in G.L. c. 30A and 801 CMR 1.01 *et seq.* Registrant states that he further understands that in executing this document entitled "Voluntary Surrender Agreement", he is knowingly and voluntarily waiving his right to a formal hearing and to all of the above listed rights.


James W. Enos
Date: 11.13.09

Board of Registration in Pharmacy

By: _____
James T. DeVita, R.Ph.,
President

Date: November 12, 2009