

Received

AUG 28 2023

COMMONWEALTH OF MASSACHUSETTS **General Counsel**

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Lucinda Kessel)
PT1265)
Expired: 8/27/2022)

Docket No. PHA-2022-0010
CAS-2022-0043

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Lucinda Kessel ("Licensee"), pharmacy technician licensed by the Board, License No. PT1265, 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-2022-0010 ("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. In November of 2021, Licensee was employed as a pharmacy technician at CVS #140 ("The Pharmacy"), located in Winthrop, MA.
 - b. On or about November 27, 2021, Licensee admitted to diverting phentermine from the pharmacy.
 - c. A review of the Pharmacy's inventory determined a loss of #418 phentermine 37.5mg tablets.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 constitutes a 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), (e) & (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,

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

Lucinda Kessel
PT1265
PHA-2022-0010

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.
8. The Licensee acknowledges that they 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.

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.

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Caron Kessel 08/20/2023
Witness (sign and date)

Lucinda Kessel 08/20/2023
Lucinda Kessel
Licensee (sign and date)

David Sencabaugh

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

11/22/2023
Effective Date

Fully Signed Agreement Sent to Licensee on 11/22/2023 by Certified Mail
No. 7020 0090 0000 1273 3541