

DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

Attorneys for Department of Commerce  
and Consumer Affairs

BOARD OF PHARMACY  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

In the Matter of the Miscellaneous Permit of ) PHA 2016-10-L  
 )  
 ANAZAOHEALTH CORPORATION, ) SETTLEMENT AGREEMENT, PRIOR TO  
 ) FILING OF PETITION FOR DISCIPLINARY  
 Respondent. ) ACTION AND BOARD'S FINAL ORDER;  
 ) EXHIBIT "1"  
 )

## SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS' REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"), through its undersigned attorney(s), and Respondent ANAZAOHEALTH CORPORATION (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was the holder of miscellaneous permit number PMP 558, issued by the Board of Pharmacy (hereinafter the "Board"). The miscellaneous permit was issued on or about March 7, 2008. The miscellaneous permit will expire or forfeit on or about December 31, 2017.
2. Respondent's mailing address for purposes of this action is 7465 W. Sunset Road, Suite 1200, Las Vegas, Nevada 89113.
3. RICO received a request for investigation from the Board after Respondent reported disciplinary action taken by the State of Nevada.

4. Respondent attached a copy of a Stipulation and Order issued by the Nevada Board of Pharmacy in Case Nos. 15-049-RPH-S and 15-049-PH-S (hereinafter "the Nevada Order") (Exhibit "1"). The Nevada Order was based on allegations Respondent allowed an unlicensed intern pharmacist to work in its facility in Las Vegas, Nevada and imposed a \$600.00 fine.

5. RICO alleges that disciplinary action was taken against Respondent by the State of Nevada.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 436B-19(13) (disciplinary action by another state).

7. The Board has jurisdiction over the subject matter herein and over the parties hereto.

**B. REPRESENTATIONS BY RESPONDENT:**

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein the holder of a miscellaneous permit acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the permit and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent represents Exhibit "1" is a true and correct copy of the Stipulation and Order issued by the Nevada Board of Pharmacy in Case Nos. 15-049-RPH-S and 15-049-PH-S.

6. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this settlement agreement may be grounds for further disciplinary action under HRS chapters 436B and 461.

7. Respondent further understands that RICO enters into this settlement agreement, and agrees to the specific terms contained in this settlement agreement, based upon Respondent's representations made herein.

8. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's miscellaneous permit number PMP 558.

9. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

10. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation of miscellaneous permit number PMP 558 in RICO Case No. PHA 2016-10-L.

11. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

12. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: John T. Hassler, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's permit shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the permit to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new permit until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become permitted again, Respondent must apply to the Board for a new permit pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of miscellaneous pharmacy permit holders in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

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IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: 02, Feb, 2016.

ANAZAOHEALTH CORPORATION  
Respondent

By:   
Its Director of Pharmacy

DATED: Honolulu, Hawaii, February 4, 2016.

  
DARIA A. LOY-GOTO  
JOHN T. HASSLER  
Attorneys for Department of Commerce and  
Consumer Affairs

IN THE MATTER OF THE MISCELLANEOUS PERMIT OF ANAZAOHEALTH CORPORATION; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1";  
CASE NO(S). PHA 2016-10-L

IN THE MATTER OF THE MISCELLANEOUS PERMIT OF ANAZAOHEALTH  
CORPORATION; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT "1";  
CASE NO(S). PHA 2016-10-L

APPROVED AND SO ORDERED:  
BOARD OF PHARMACY  
STATE OF HAWAII

*Kerri Okamura*

KERRI OKAMURA  
Chairperson

*3/31/16*

DATE

GARRETT A. LAU  
Vice Chairperson

MARCELLA CHOCK

MARY JO KEEFE

*Carolyn S. J. Ma*  
CAROLYN S. J. MA

PVL 07/01/15

IN THE MATTER OF THE MISCELLANEOUS PERMIT OF ANAZAOHEALTH  
CORPORATION; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR  
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APPROVED AND SO ORDERED:  
BOARD OF PHARMACY  
STATE OF HAWAII

\_\_\_\_\_  
KERRI OKAMURA  
Chairperson

3/31/16  
DATE

\_\_\_\_\_  
GARRETT A. LAU  
Vice Chairperson

Marcella S. Chock  
MARCELLA CHOCK

Mary Jo Keefe  
MARY JO KEEFE

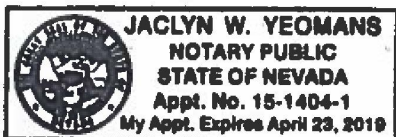
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CAROLYN S. J. MA  
  
\_\_\_\_\_

PVL 07/01/15

STATE OF Nevada )  
 ) SS.  
COUNTY OF Clark )

On this 2 day of February, 20 16, before me personally appeared  
Douglas Cammann, to me known to be the person described, and who executed the  
foregoing instrument on behalf of AnaZaoHealth Corporation as its  
Director of Pharmacy, and acknowledged that he/she executed the same as  
his/her free act and deed.

This five -page Settlement Agreement PHA 2016-10-L  
document dated January 24, 20 16 was acknowledged before me by  
Douglas Cammann this 2 day of February, 20 16, in the  
City of Las Vegas, in the County of Clark, in the State of  
Nevada.



JaclynWYeomans  
Name: Jaclyn W. Yeomans  
Notary Public, State of Nevada

My Commission expires: 04-23-2019



**FILED**

**OCT 14 2015**

**NEVADA STATE BOARD  
OF PHARMACY**

**BEFORE THE NEVADA STATE BOARD OF PHARMACY**

**NEVADA STATE BOARD OF PHARMACY,**

**Petitioner,**

**v.**

**DOUGLAS CAMMANN, R.PH.**

**Certificate of Registration No. 13340**

**ANAZAOHEALTH CORPORATION**

**Certificate of Registration No. PHC01471**

**Respondents.**

**CASE NOS. 15-049-RPH-S**

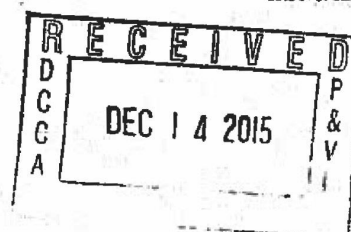
**15-049-PH-S**

**STIPULATION AND ORDER**

S. PAUL EDWARDS, General Counsel for Petitioner the NEVADA STATE BOARD OF PHARMACY (Board), Respondent DOUGLAS CAMMANN, R.Ph. (Mr. Cammann), Certificate of Registration No. 13340, and Respondent ANAZAOHEALTH CORPORATION (AnazaoHealth), Certificate of Registration No. PHC01471 (collectively Respondents), acting without counsel,

**HEREBY STIPULATE AND AGREE THAT:**

1. The Board has jurisdiction over this matter.
2. The Board served a Notice of Intended Action and Accusation (Accusation) on Respondents, and each of them, on or about August 20, 2015.
3. Respondents did not file an Answer and Notice of Defense, but did contact Board Staff to discuss the instant stipulated terms.
4. Respondents, and each of them, were fully aware of their right to seek the advice of counsel in this matter, and knowingly and voluntarily waived their right to seek the advice of counsel prior to entering into this Stipulation.
5. Respondents, and each of them, were fully aware of their right to a hearing on the matters alleged in the Accusation, their right to reconsideration, their right to appeal, and any and



**EXHIBIT** "1"

all other rights which may be accorded to them pursuant to the Nevada Administrative Procedure Act and the Nevada Pharmacy Act.

6. Conditioned on the Board's acceptance of this Stipulation, and while reserving the right to challenge any future determination that Respondents, or either of them individually, have failed to comply with the provisions of this Stipulation, Respondents hereby freely and voluntarily waive their rights to a hearing, reconsideration, appeal, and any and all other rights that may be accorded to them by the Nevada Administrative Procedure Act and the Nevada Pharmacy Act.

7. In lieu of a hearing, Respondents, and each of them, admit that evidence exists, and that such evidence could be presented at a hearing, to establish a factual basis for the allegations in the Accusation, *to wit*, that:

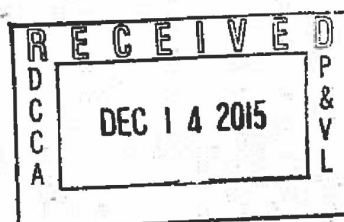
a. Ms. Lee is, or was at the time of the events alleged in the Accusation, a student at Texas Tech University Health Sciences Center School of Pharmacy.

b. On or about July 6, 2015, Board Staff became aware that Ms. Lee completed a pharmacy rotation at Respondent AnazaoHealth's facility in Las Vegas, Nevada.

c. Ms. Lee worked as an intern pharmacist at AnazaoHealth without a valid Nevada intern registration during the period of May 26, 2014 to July 3, 2014.

d. At Board Staff's request, Respondent Mr. Cammann, the managing pharmacist at AnazaoHealth, provided Ms. Lee's work records. From the records provided, Board Staff ascertained that Ms. Lee worked approximately two-hundred and forty (240) hours, or approximately thirty (30) days, without a valid registration.

8. By allowing Ms. Lee to work at AnazaoHealth's facility for approximately thirty (30) days without a valid registration, Respondent Mr. Cammann violated Nevada Revised Statute (NRS) 639.220(1) and Nevada Administrative Code (NAC) 639.945(1)(i) and/or (j).



Those violations are grounds for discipline pursuant to NRS 639.210(4), (11), (12) and (15), as well as NRS 639.255 and NAC 639.955.

9. In owning and operating the pharmacy in which Ms. Lee worked without an intern pharmacist registration, AnazaoHealth Corporation is responsible for violations of NRS 639.220(1) and NAC 639.945(1)(i), (j) and (2), which violations are grounds for discipline pursuant to NRS 639.210(4), (11) and (12), as well as NRS 639.255 and NAC 639.955.

10. Based upon the allegations in the Accusation and the foregoing admissions, Respondent Mr. Cammann stipulates to:

a. Accept a letter of reprimand from the Board's Executive Secretary regarding his responsibilities as a pharmacist in charge to ensure that only licensed personnel work in the pharmacy under his charge;

b. Complete a one-hour continuing education (CE) unit on the topic of pharmacist in charge responsibilities, in addition to the CE credits he is ordinarily required to complete to maintain his license;

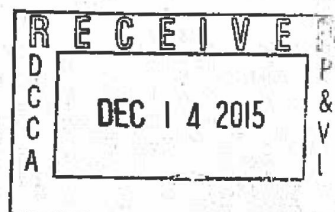
c. Pay a fine of \$250.00.

11. Based upon the allegations in the Accusation and the foregoing admissions, Respondent AnazaoHealth stipulates to:

a. Submit a letter to Board Staff, within thirty (30) days of the acceptance date of this Stipulation by the Board, outlining and explaining, to Board Staff's satisfaction and approval, the policies and procedures AnazaoHealth has or will establish to prevent persons from working within the pharmacy without a valid and appropriate license or registration.

b. Pay a fine of \$600.00, which is twenty dollars (\$20) a day for each of the thirty (30) days in which Ms. Lee worked without a valid certificate of registration;

c. Pay an administrative fee of \$500.00;



12. The foregoing admissions and stipulations are for the purposes of this proceeding only, and shall have no force or effect in any other case or proceeding before the Board.

13. Board Counsel will present this Stipulation to the Board for approval at its meeting on Wednesday, October 14, 2015, in Las Vegas, Nevada. Respondents or their authorized representatives will appear at that meeting to answer questions put to them by members of the Board and Board Staff. The Board may discuss and deliberate regarding this Stipulation even if Respondents or their representatives are absent.

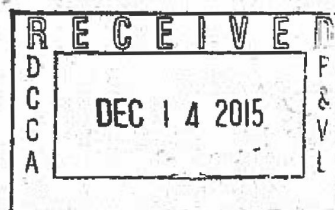
14. The Board has discretion to accept this Stipulation, but it is not obligated to do so.

15. If the Board adopts the recommendations set forth above, Respondents and the Board each agree to release the other from any and all claims arising from the facts set forth in the Accusation, whether known or unknown, which might otherwise have existed on or before the effective date of the Board's Order in this matter.

16. If the Board rejects any part or all of this Stipulation, the parties agree that a full hearing on the merits of this matter may be heard by the Board, and that the hearing shall occur at the Board's January 6, 2016 meeting in Las Vegas, Nevada. The terms and admissions herein may not be used or referred to in a full hearing on the merits of this matter.

17. Respondents shall pay the fines agreed to herein by *cashier's check or certified check or money order* made payable to "State of Nevada, Office of the Treasurer" to be received by the Board's Reno office located at 431 W. Plumb Lane, Reno, NV 89509, within 90 days of the effective date of the Board's Order.

18. Respondents shall pay the administrative fees agreed to herein by *cashier's check, certified check or money order* made payable to the "Nevada State Board of Pharmacy" to be received by the Board's Reno office located at 431 W. Plumb Lane, Reno, NV 89509, within thirty (30) days of the effective date of the Board's Order.







State of Nevada  
County of Clark

19. Any failure by any Respondent to satisfy the obligations stated herein may result in additional discipline, up to and including suspension or revocation of Respondent's pharmacy license until all terms have been satisfied.

Signed this ~~7th~~ <sup>October</sup> day of ~~September~~, 2015

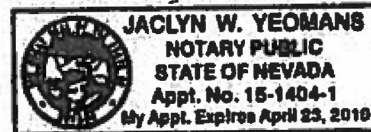
  
S. PAUL EDWARDS, Esq.  
General Counsel  
Nevada State Board of Pharmacy

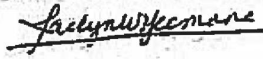
Signed this ~~2nd~~ <sup>October</sup> day of ~~September~~, 2015

  
Authorized Representative  
ANAZAOHEALTH CORPORATION  
Certificate of Registration No. PHC01471

Signed this ~~2nd~~ <sup>October</sup> day of ~~September~~, 2015

  
DOUGLAS CAMMANN, R.P.H.  
Certificate of Registration No. 13340

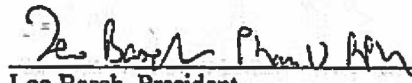




#### DECISION AND ORDER

The Nevada State Board of Pharmacy hereby adopts the foregoing Stipulation as its decision as to Respondent Douglas Cammann, Certificate of Registration No. 13340, and Respondent AnazaoHealth Corporation, Certificate of Registration No. PHC01471, and hereby orders that the terms of the foregoing Stipulation be made effective upon execution.

Signed this ~~14~~ <sup>October</sup> day of ~~September~~, 2015

  
Leo Basch, President  
Nevada State Board of Pharmacy

