

1 **BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS**

2 **In the Matter of:**

3 **LaJuana E.M. Mitchell, LPC-16755,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2020-0142

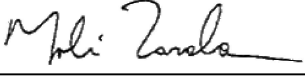
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated April 1st, 2021. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated April 1st, 2021.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated April 1st, 2021.

15 By: 
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Jul 12, 2022

Date

17
18 **ORIGINAL** of the foregoing filed **Jul 12, 2022**
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically **Jul 12, 2022**
24 to:

25 LaJuana E.M. Mitchell
Address of Record
Respondent

**BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS**

In the Matter of:

**LaJuana E.M. Mitchell, LPC-16755,
Licensed Professional Counselor,
In the State of Arizona.**

RESPONDENT

**CASE NO. 2020-0142
CONSENT AGREEMENT**

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), LaJuana E.M. Mitchell ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

1 4. Respondent acknowledges and agrees that upon signing this Consent
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or
25 ...

1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

3 8. Respondent understands that once the Board approves and signs this Consent
4 Agreement, it is a public record that may be publicly disseminated as a formal action of the
5 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

6 9. Respondent further understands that any violation of this Consent Agreement
7 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
8 disciplinary action pursuant to A.R.S. § 32-3281.

9 10. The Board therefore retains jurisdiction over Respondent and may initiate
10 disciplinary action against Respondent if it determines that they have failed to comply with the
11 terms of this Consent Agreement or of the practice act.

12 The Board issues the following Findings of Fact, Conclusions of Law and Order:

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-16755 for the practice of
15 counseling in the state of Arizona.

16 2. From 03/18 – 02/20, an adult female client (“Client”) intermittently received
17 behavioral health services from Respondent.

18 3. On 07/09/19, Client sent Respondent a secure message, which included the
19 following:

20 a. “...I’m not afraid of dying anymore. I am not going to shoot myself or
21 overdose. I have a pretty good plan and although I will not be carrying it out
22 today, I think once I get everything in order financially and with my pets I will
23 be more prepared...”

24 4. Despite the suicidal ideation conveyed in Client’s 07/09/19 message,
25 Respondent did not have a session with Client until 07/16/19.

1 5. However, Respondent and Client communicated through secure messaging on
2 07/11/19 and 07/12/19.

3 6. Additionally, from the time she first saw Client's instant message of 07/09/19,
4 Respondent did not contact Client to provide her with information for a crisis hotline or any other
5 resources.

6 7. However, Respondent had provided instruction on emergencies to Client in the
7 informed consent documentation, including the instruction to call the crisis hotline, along with
8 the crisis hotline number.

9 8. Although Respondent conducted an assessment during the 07/16/19 session,
10 Respondent did not conduct a specific suicide risk assessment until 08/06/19.

11 9. Respondent made the following representations to Board staff regarding the
12 07/09/19 message from Client:

13 a. This situation has not come up for Respondent because she gets all of her
14 referrals from the "normal population."

15 b. Respondent interpreted the message as Client indicating that she planned to
16 back away from therapy because Client felt hopeless and was giving up.

17 c. Respondent has to treat each client the same and cannot cater to this client.

18 d. Respondent knows that there are patients out there who want clinicians to
19 beckon to their every call and responding would have crossed a therapeutic
20 boundary.

21 e. In Client's 07/19 message, Client indicated she did not plan to do anything to
22 herself that day, so Respondent knew she was safe and there was no sense
23 of urgency.

24 ...

25 ...

1 10. Between 05/18 – 06/18, Respondent completed three (3) FMLA leave requests
2 for Client, which authorized Client to take leave from her employment based on the following
3 physical and/or mental restrictions and disabilities:

- 4 a. Sitting
- 5 b. Grasping/squeezing
- 6 c. Keyboarding
- 7 d. Wear a splint/cast as needed
- 8 e. “Patient restricted with posture and motion limitations released on intermittent
9 FMLA w/ flare-ups/episodes possible 5 times per week with 1 day durations.”
- 10 f. Depression
- 11 g. Suicidal ideation
- 12 h. Anxiety
- 13 i. Panic attacks.

14 11. The following were also included on the FMLA leave requests:

- 15 a. “Evaluation by the treating doctor on 06/07/18 at 12:00PM.”
- 16 b. Respondent signed the box listing “Doctor’s signature.”
- 17 c. Respondent circled Treating Doctor under the box titled Role of Doctor.

18 12. Respondent represented she authorized Client’s FMLA for the following reasons:

- 19 a. Client’s role was changed at work and she preferred to be outside and
20 moving and did not want to sit still.
- 21 b. Client was having an affair with a man in her office and the change in role
22 would require her to sit next to him, which made things worse.
- 23 c. Coworkers were talking about Client and it felt like a hostile work
24 environment.
- 25 d. Client was going to get a procedure on her nose.

1 13. Board staff found the following information when reviewing Respondent's
2 website:

- 3 a. \$90 for completion of FMLA documents.
- 4 b. \$125 for Emotional Support Animal Evaluation and Documentation.

5 14. A review of three (3) random client records included the following information:

- 6 a. It is medically necessary for a second client ("Client 2") to be absent from
7 work.
- 8 b. Client 2 is unable to perform any of his/her job functions due to "Difficulty
9 focusing, mental fog, mentally distracted, depressed and unmotivated."
- 10 c. A third client ("Client 3") is "to remain off until cleared medically and
11 emotionally return."
- 12 d. Respondent signed her name on the physician's signature line.
- 13 e. A fourth client ("Client 4") is unable to work during flare-ups due to physical,
14 emotional, and mental impairment.
- 15 f. No pushing, no pulling, no running, no lifting over (blank) pounds, and no
16 operation of hazardous equipment.
- 17 g. Respondent reports that Client 4 had thirteen (13) "planned medical
18 treatments"
 - 19 ▪ The treatments appear to have occurred primarily on dates in which
20 Respondent provided Client 4 with psychotherapy.
 - 21 ▪ Respondent listed the nature of the treatments as "neurologist,
22 psychiatrist, PCP."

23 15. Respondent also completed ESA documentation for Client, which included the
24 following:

25 ...

1 a. "This letter is from [Client's] licensed professional counselor prescribing the
2 use of her emotional support animal to ameliorate the symptoms."

3 b. Client is able to be in public places and travel with her emotional support
4 animal as it "ameliorates the symptoms of [her] disability."

5 16. Respondent represented the following during her investigative interview:

6 a. Respondent's leave requests for her clients have never been denied because
7 Respondent "knows what they look for."

8 b. Respondent will explain to clients that they cannot be penalized for taking a
9 leave if there is documentation they have a "medical issue."

10 c. One to two times per month Respondent will grant FMLA on the first visit.

11 d. When Respondent completes an FMLA documentation evaluation, she
12 determines eligibility using the WHODAS assessment and/or PHQ-9.

13 e. The FMLA paperwork is half-objective and half-subjective.

14 f. Respondent used her clinical judgement when signing off on the FMLA
15 documentation because she felt the leave was necessary.

16 g. Respondent completed emotional support animal ("ESA") letters for Client
17 due to Client's anxiety.

18 17. Despite not having specialized education, training, supervised experience or
19 professional credentialing, Respondent regularly completed FMLA and ESA documents.

20 18. Additionally, Respondent's representations indicated a lack of scientific
21 methodology in determining a disability, as well as the corresponding period of leave granted.

22 19. Furthermore, on more than one occasion, Respondent completed FMLA
23 documents in a manner that invoked the term doctor or created an implication of medical
24 experience comparable to that of a physician.

25 20. For these reasons, Respondent exceeded the boundaries of her competence.

1 21. A 07/05/20 post on the Instagram page for Respondent's private practice
2 includes the following advertisement for an "Anti-Anxiety Sugar Scrub:"

- 3 a. "This has helped clients without medication naturally reverse panic, anxiety,
4 and trouble sleeping amongst COVID-19 and life so we are going public with
5 it!!! Created by "The Change Therapist." Energizing, Calming, Refreshing,
6 Relaxing, and at Ease without medication. Available for pre-order by email to
7 thewellnesscenter@[Respondent's private practice's website address]"

8 22. Respondent represented the following regarding the "anti-anxiety" sugar scrub:

- 9 a. Respondent was not marketing the scrub.
10 b. Respondent has been hoping to create a wellness center that her clients
11 would have access to as an extension of her business.
12 c. Respondent was not aware that her private practice website was linked to
13 Instagram.
14 d. Respondent understands how presenting this product alongside her
15 credentials as an LPC could sway a vulnerable client.

16 23. Despite advertising that clients reported the scrub helped to alleviate their
17 anxiety, depression, and trouble sleeping, Respondent admitted she did not provide this scrub
18 to any clients.

19 24. Respondent represented that while clients did not try this particular scrub, clients
20 reported the ingredients included in the scrub had helped them.

21 **CONCLUSIONS OF LAW**

22 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
23 and the rules promulgated by the Board relating to Respondent's professional practice as a
24 licensed behavioral health professional.

25 ...

1 2. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
3 the ability of the licensee to safely and competently practice the licensee's profession.

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
6 recognized standards of ethics in the behavioral health profession or that constitutes a danger
7 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

8 **C.3.f., Promoting to Those Served:**

9 Counselors do not use counseling, teaching, training, or supervisory relationships
10 to promote their products or training events in a manner that is deceptive or
11 would exert undue influence on individuals who may be vulnerable. However,
12 counselor educators may adopt textbooks they have authored for instructional
13 purposes.

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
16 that are not congruent with the licensee's professional education, training or experience.

17 **ORDER**

18 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
19 the provisions and penalties imposed as follows:

20 1. Respondent's license, LPC-16755, will be placed on probation for 24 months,
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under their license, LPC-16755, unless they are
23 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
25 shall immediately notify the Board in writing and shall not practice under their license until they

1 submit a written request to the Board to re-commence compliance with this Consent
2 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

3 3. In the event that Respondent is unable to comply with the terms and conditions
4 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
5 such time as they are granted approval to re-commence compliance with the Consent
6 Agreement.

7 **Continuing Education**

8 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
10 hours of continuing education addressing behavioral health ethics to include suicidal ideation.
11 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
12 completion, Respondent shall submit a certificate of completion of the required continuing
13 education.

14 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
16 hours of continuing education addressing behavioral health assessments and screening tools.
17 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
18 completion, Respondent shall submit a certificate of completion of the required continuing
19 education.

20 **Clinical Supervision**

21 6. While on probation, Respondent shall submit to clinical supervision for 24 months
22 by a masters or higher level behavioral health professional licensed by the Arizona Board of
23 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
24 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
25 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the

1 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
2 letter, the clinical supervisor must address why they should be approved, acknowledge that they
3 have reviewed the Consent Agreement and include the results of an initial assessment and a
4 supervision plan regarding the proposed supervision of Respondent. The letter from the
5 supervisor shall be submitted to the Board.

6 **Focus and Frequency of Clinical Supervision**

7 7. The focus of the supervision shall relate to current behavioral health
8 documentation standards in Arizona, suicidal risk protocols, boundaries, use of behavioral
9 health assessments and screening tools, and Board statutes and rules. Respondent shall meet
10 individually in person with the supervisor for a minimum of one hour twice weekly if working
11 fulltime.

12 **Reports**

13 8. Once approved, the supervisor shall submit quarterly reports for review and
14 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
15 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
16 more frequent supervision is needed. Quarterly reports shall include the following:

17 a. Dates of each clinical supervision session.

18 b. A comprehensive description of issues discussed during supervision
19 sessions.

20 9. All quarterly supervision reports shall include a copy of clinical supervision
21 documentation maintained for that quarter. All clinical supervision documentation maintained by
22 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

23 10. After Respondent's probationary period, the supervisor shall submit a final
24 summary report for review and approval by the Board Chair or designee. The final report shall

25 ...

1 also contain a recommendation as to whether the Respondent should be released from this
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

4 11. If, during the period of Respondent's probation, the clinical supervisor determines
5 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
6 the end of supervision and provide the Board with an interim final report. Respondent shall
7 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
8 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
9 proposed clinical supervisor shall provide the same documentation to the Board as was required
10 of the initial clinical supervisor.

11 **Early Release**

12 12. After completion of the stipulations set forth in this consent agreement and upon
13 the supervisor's recommendation, Respondent may request early release from the consent
14 agreement after 12 months.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

17 13. Respondent shall not provide clinical supervision while subject to this Consent
18 Agreement.

19 **Civil Penalty**

20 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
21 penalty against the Respondent in the amount of \$1,000.00.

22 15. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
25 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall

1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

4 16. Within 10 days of being notified of the lifting of the stay, Respondent may request
5 that the matter be reviewed by the Board for the limited purpose of determining whether the
6 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
7 receives the written request within 10 days or less of the next regularly scheduled Board
8 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
9 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
10 review.

11 17. The Board reserves the right to take further disciplinary action against
12 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
13 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
14 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
15 and the period of probation shall be extended until the matter is final.

16 18. If Respondent currently sees clients in their own private practice, and obtains any
17 other type of behavioral health position, either as an employee or independent contractor, where
18 they provide behavioral health services to clients of another individual or agency, they shall
19 comply with requirements set forth in paragraphs 19 through 21 below.

20 19. Within 10 days of the effective date of this Order, if Respondent is working in a
21 position where Respondent provides any type of behavioral health related services or works in a
22 setting where any type of behavioral health, health care, or social services are provided,
23 Respondent shall provide the Board Chair or designee with a signed statement from
24 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
25 Consent Agreement. If Respondent does not provide the employer's statement to the Board

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

3 20. If Respondent is not employed as of the effective date of this Order, within 10
4 days of accepting employment in a position where Respondent provides any type of behavioral
5 health related services or in a setting where any type of behavioral health, health care, or social
6 services are provided, Respondent shall provide the Board Chair or designee with a written
7 statement providing the contact information of their new employer and a signed statement from
8 Respondent's new employer confirming Respondent provided the employer with a copy of this
9 Consent Agreement. If Respondent does not provide the employer's statement to the Board
10 within 10 days, as required, Respondent's failure to provide the required statement to the Board
11 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
12 employer(s) with a copy of the Consent Agreement.

13 21. If, during the period of Respondent's probation, Respondent changes
14 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
15 extended leave of absence for whatever reason that may impact their ability to timely comply
16 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
17 the Board of their change of employment status. After the change and within 10 days of
18 accepting employment in a position where Respondent provides any type of behavioral health
19 related services or in a setting where any type of behavioral health, health care, or social
20 services are provided, Respondent shall provide the Board Chair or designee a written
21 statement providing the contact information of their new employer(s) and a signed statement
22 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
23 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
24 the Board within 10 days, as required, Respondent's failure to provide the required statement to

25 ...

1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

3 22. Respondent shall practice behavioral health using the name under which they
4 are licensed. If Respondent changes their name, they shall advise the Board of the name
5 change as prescribed under the Board's regulations and rules.

6 23. Prior to the release of Respondent from probation, Respondent must submit a
7 written request to the Board for release from the terms of this Consent Agreement at least 30
8 days prior to the date they would like to have this matter appear before the Board. Respondent
9 may appear before the Board, either in person or telephonically. Respondent must provide
10 evidence that they have successfully satisfied all terms and conditions in this Consent
11 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
12 this Consent Agreement have been met and whether Respondent has adequately demonstrated
13 that they have addressed the issues contained in this Consent Agreement. In the event that the
14 Board determines that any or all terms and conditions of this Consent Agreement have not been
15 met, the Board may conduct such further proceedings as it determines are appropriate to
16 address those matters.

17 24. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 25. Respondent shall be responsible for ensuring that all documentation required in
20 this Consent Agreement is provided to the Board in a timely manner.

21 26. This Consent Agreement shall be effective on the date of entry below.

22 27. This Consent Agreement is conclusive evidence of the matters described herein
23 and may be considered by the Board in determining appropriate sanctions in the event a
24 subsequent violation occurs.

25 ...

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

LaJuana Mitchell

Mar 31, 2021

LaJuana E.M. Mitchell

Date _____

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:

M. J. Zander

Apr 1, 2021

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

ORIGINAL of the foregoing filed with: Apr 1, 2021

Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

EXECUTED COPY of the foregoing sent electronically Apr 1, 2021
to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

LaJuana E.M. Mitchell
Address of Record
Respondent

Michael J. Ryan
Holden & Armer, P.C., Attorneys at Law
4505 E Chandler Blvd, Suite 210
Phoenix, AZ 85048
Attorney for Respondent