

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

2 **In the Matter of:**

3 **Kristin D. Jimenez, LMFT-15620,**
4 **Licensed Marriage Family Therapist,**
5 **In the State of Arizona.**

CASE NO. 2021-0001
2021-0007
2021-0009

6 **RESPONDENT**


RELEASE FROM
CONSENT AGREEMENT AND ORDER

7
8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated May 18th, 2021. After consideration, the
10 Board voted to release Respondent from the terms and conditions of the Consent Agreement
11 and Order dated May 18th, 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 May 18th, 2021.

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

Jul 12, 2022

Date

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 Kristin D. Jimenez
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Kristin D. Jimenez, LAMFT-10543**
5 **Licensed Associate Marriage and Family**
6 **Therapist,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2021-0001
2021-0007
2021-0009

CONSENT AGREEMENT

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

15 **RECITALS**

16 Respondent understands and agrees that:

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

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

25 ...

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

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

7 5. Respondent voluntarily enters into this consent agreement for the purpose of
8 avoiding the expense, uncertainty, and prolonged time involved in further administrative
9 proceedings. The Issues contained herein are resolved by settlement and not actually litigated.
10 Any allegations and findings herein may not be used for res judicata or collateral estoppel
11 effect in any subsequent civil proceedings for any claims of professional liability or negligence
12 by or on behalf of Complainant, Complainant's family, or representative.

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

20 7. Respondent acknowledges and agrees that the acceptance of this Consent
21 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
22 other proceedings as may be appropriate now or in the future. Furthermore, and
23 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
24 preclude in any way any other state agency or officer or political subdivision of this state from

25 ...

1 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
2 in the future relating to this matter or other matters concerning Respondent, including but not
3 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
4 than with respect to the Board, this Consent Agreement makes no representations, implied or
5 otherwise, about the views or intended actions of any other state agency or officer or political
6 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

17 **FINDINGS OF FACT**

18 1. Respondent is the holder of License No. LAMFT-10543 for the practice of
19 marriage and family therapy in Arizona.

20 2. From 10/19 – 06/20, Respondent provided behavioral health services to adult
21 female (“Client”) in group and individual sessions at a behavioral health agency (“Agency”).

22 3. Respondent was aware of Client’s vulnerabilities, such as:

23 a. Client attempted suicide two days after her release from Agency’s PHP in
24 12/19 by intentionally overdosing on heroine.

25 b. Boundary setting issues

- c. Codependency issues
- d. Anxiety
- e. Depression
- f. Extreme and long-term substance addiction
- g. Licensee represented to Board Staff that when Client arrived for residential treatment admission, Client expressed suicidal ideations “every second.”

4. Although she was aware of these vulnerabilities, Respondent gave Client her non-Agency work number, purportedly to provide support.

5. Between 03/20 – 07/20, Respondent’s cell phone records include the following:

- a. Fifty-nine (59) outbound calls from Respondent to Client.
- b. Twenty-nine (29) inbound calls from Client to Respondent.
- c. Fifty (50) text messages exchanged between Respondent and Client.

6. Respondent acknowledges the text messages from Client became personal disclosures almost immediately.

7. Respondent had lunch with Client on two occasions (03/20 and 04/20) outside of agency that were not clinical in nature.

8. Respondent represents these lunches were to “provide support.”

9. Upon discovering Respondent’s interactions with Client, Agency initiated an investigation.

10. In 06/20, Respondent resigned from Agency prior to the investigation being completed.

11. Respondent represents she resigned from Agency due to a hostile work environment and lack of support from her supervisor following threats from a former client.

12. Although she was no longer working at Agency or treating Client, Respondent represents the following occurred over the Fourth of July weekend.

- a. She had a growing concern that Client might commit suicide or harm herself, but Respondent did not feel Client was in imminent danger.
- b. Respondent was “freaking out” because she did not want Client to hurt herself but she did not know who to call.
- c. Respondent was alarmed by a 07/07/20 text from Client because during Client’s previous suicide attempt, she wrote goodbye texts to everybody and Respondent worried this text might indicate Client intended to commit suicide.
- d. Respondent told a former coworker at Agency (“Complainant 2”) that Client had the potential to be suicidal.

13. Based on Client’s 07/02/20 progress note and representations from another former coworker at Agency (“Complainant 3”), Client disclosed the following during a session with Complainant 3:

- a. Client felt guilty about telling Complainant 3 about her relationship with Respondent.
- b. This guilt caused Client to have suicidal ideations and Client told Respondent about these suicidal ideations.
- c. Respondent asserts Client did not explicitly say she was “suicidal” and instead told Respondent, “I’m not doing good with all of this.”
- d. According to Client, Respondent did not react or respond.
- e. Respondent represents that she responded to Client with empathy and confirmed client had support from Agency and her sponsor.
- f. Client contacted her drug dealer in an attempt to get drugs to overdose.
- g. Client’s drug dealer did not respond so Client was not able to commit suicide.

...
...

1 14. Respondent represents that she takes accountability for her mistakes with Client
2 and crossed a boundary by providing her with a non-agency work number and having lunch with
3 client on two occasions.

4 a. Respondent attributes her mistakes with Client to inadequate training and
5 supervision by Agency due to a compromised relationship with her
6 supervisor.

7 b. Since the Board Complaint, Respondent has taken two courses on ethics and
8 boundary issues to reeducate herself on pitfalls and her own risk tolerance.

9 15. While Respondent represents that her mistakes with Client were the product of
10 inadequate training and supervision, respondent received the following training and supervision
11 at Agency:

12 a. During a 04/17/20 supervision session, Respondent's former supervisor at
13 Agency ("Complainant 1") gave examples of establishing clear boundaries
14 with clients who attempt to blur lines of hierarchy and create unhealthy
15 balance in therapeutic relationships.

16 b. During a 05/22/20 supervision session, Complainant 1 focused on managing
17 bias and countertransference with clients who have returned to treatment.

18 c. In 5/20, Licensee attended group supervision at Agency which discussed
19 ethical violations in a mock Board hearing that specifically involved a dual
20 relationship scenario.

21 d. Because the mock dual relationship training involved sex, Respondent did not
22 view her relationship with Client as a dual relationship because she was not
23 having sex with Client.

24 e. Respondent represents that she felt she needed to show Client support as
25 Client often reported she did not feel supported by her other providers.

1 f. Respondent acknowledges that she should have identified other resources
2 for Client.

3 16. Additionally, on 12/27/19, Licensee signed Agency's Code of Ethics Policy which
4 included the following, in part:

5 a. Professional employees will not engage in personal relationships with clients
6 of Agency.

7 b. If a past/current client attempts to contact any Agency employee, the
8 employee is required to refer client to the main office line.

9 c. Under no circumstances is an employee ever to meet a client, former client,
10 or client family member outside of Agency property.

11 d. No employee may ever give their personal cell phone, home phone number,
12 or any other means of contacting them outside of Agency.

13 **CONCLUSIONS OF LAW**

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

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

20 3. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(y), Engaging in a dual relationship with a client that could
22 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.
23 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
24 engages in both a professional and nonprofessional relationship with a client that is avoidable
25 and not incidental.

1 **ORDER**

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

4 1. Respondent's license, LAMFT-10543, will be placed on probation for 24 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LAMFT-10543, unless they
7 are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of continuing education addressing dual relationships. All required continuing education
20 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
21 submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
24 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
25 addressing current behavioral health documentation standards in Arizona. All required

1 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
2 Respondent shall submit a certificate of completion of the required continuing education.

3 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
5 three-semester credit hour graduate level behavioral health ethics course from a regionally
6 accredited college or university, pre-approved by the Board Chair or designee. Upon
7 completion, Respondent shall submit to the Board an official transcript establishing completion
8 of the required course.

9 7. Respondent may submit continuing education completed since the complaint was filed
10 for consideration of approval by the Board Chair or designee.

11 **Clinical Supervision**

12 8. While on probation, Respondent shall submit to clinical supervision for 24 months
13 by a masters or higher level behavioral health professional licensed by the Arizona Board of
14 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
15 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
16 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
17 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
18 letter, the clinical supervisor must address why they should be approved, acknowledge that they
19 have reviewed the Consent Agreement and include the results of an initial assessment and a
20 supervision plan regarding the proposed supervision of Respondent. The letter from the
21 supervisor shall be submitted to the Board.

22 **Focus and Frequency of Clinical Supervision**

23 9. The focus of the supervision shall relate to current behavioral health
24 documentation standards in Arizona, countertransference, conflict resolution, and legal
25 ...

1 requirements affecting the practice of behavioral health in Arizona. Respondent shall meet
2 individually in person with the supervisor for a minimum of one hour weekly if working fulltime.

3 **Reports**

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

8 a. Dates of each clinical supervision session.

9 b. A comprehensive description of issues discussed during supervision
10 sessions.

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

14 12. After Respondent's probationary period, the supervisor shall submit a final
15 summary report for review and approval by the Board Chair or designee. The final report shall
16 also contain a recommendation as to whether the Respondent should be released from this
17 Consent Agreement.

18 **Change of Clinical Supervisor During Probation**

19 13. If, during the period of Respondent's probation, the clinical supervisor determines
20 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
21 the end of supervision and provide the Board with an interim final report. Respondent shall
22 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
23 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
24 proposed clinical supervisor shall provide the same documentation to the Board as was required
25 of the initial clinical supervisor.

1 **Therapy**

2 14. During the period of probation, Respondent shall attend therapy for 24 months
3 with a masters or higher level behavioral health professional licensed at the independent level.
4 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
5 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
6 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
7 a letter addressing why they should be approved, acknowledging that they have reviewed the
8 Consent Agreement and include the results of an initial assessment and a treatment plan
9 regarding the proposed treatment of Respondent.

10 15. Upon approval, the Board will provide the therapist with copies of any required
11 evaluations completed at the request of the Board prior to this Consent Agreement and the
12 Board's investigative report.

13 **Focus and Frequency of Therapy**

14 16. The focus of the therapy shall relate to transference issues and conflict
15 resolution. Respondent shall meet in person with the therapist twice monthly.

16 **Reports**

17 17. Once approved, the therapist shall submit quarterly reports and a final summary
18 report to the Board for review and approval. The quarterly reports shall include issues presented
19 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
20 more frequent therapy is needed. The reports shall address Respondent's current mental health
21 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
22 professional opinion, Respondent becomes unable to practice psychotherapy safely and
23 competently. The final report shall also contain a recommendation as to whether the
24 Respondent should be released from this Consent Agreement.

25 ...

1 **Change of Therapist**

2 18. In the event that, during the period of Respondent's probation, Respondent's
3 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
4 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
5 within 30 days of the discontinued treatment. Also within 30 days of the date of the
6 discontinued treatment, the proposed therapist shall submit a letter addressing why they should
7 be approved, acknowledging that they have reviewed the Consent Agreement, and include the
8 results of an initial assessment and a treatment plan regarding the proposed treatment of
9 Respondent.

10 **Early Release**

11 19. After 12 months and upon the supervisor's and therapist's recommendations,
12 Respondent may request early release from the Consent Agreement if all other terms of the
13 Consent Agreement have been met.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 20. Respondent shall not provide clinical supervision while subject to this Consent
17 Agreement.

18 **Civil Penalty**

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

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

1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

15 25. If Respondent currently sees clients in their own private practice, and obtains any
16 other type of behavioral health position, either as an employee or independent contractor, where
17 they provide behavioral health services to clients of another individual or agency, they shall
18 comply with requirements set forth in paragraphs 26 through 28 below.

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

25 ...

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 27. 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 28. 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 29. 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 30. 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 31. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 32. 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 33. This Consent Agreement shall be effective on the date of entry below.

22 34. 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 ...

1 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

2 Kristin Jimenez, LAMFT
3 Kristin Jimenez, LAMFT (Apr 22, 2021 12:19 PDT)
4 Kristin D. Jimenez

Apr 22, 2021
Date

4 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

5 By: Mpli Zavala
6 TOBI ZAVALA, Executive Director
7 Arizona Board of Behavioral Health Examiners

May 18, 2021
Date

8 **ORIGINAL** of the foregoing filed May 18, 2021
9 with:

10 Arizona Board of Behavioral Health Examiners
11 1740 West Adams Street, Suite 3600
12 Phoenix, AZ 85007

13 **EXECUTED COPY** of the foregoing sent electronically May 18, 2021
14 to:

15 Mona Baskin
16 Assistant Attorney General
17 2005 North Central Avenue
18 Phoenix, AZ 85004

19 Kristin D. Jimenez
20 Address of Record
21 Respondent

22 Charles S. Hover, III
23 Renaud Cook Drury Mesaros, PA
24 1 N. Central, Suite 900
25 Phoenix, AZ 85004
Attorney for Respondent