

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

3 **In the Matter of:**

4 **Shelley M. Geary, LPC-17768 & LCSW-**  
5 **18146,**  
6 **Licensed Professional Counselor &**  
7 **Licensee Clinical Social Worker,**  
8 **In the State of Arizona.**

**CASE NO. 2021-0179**  
**CONSENT AGREEMENT**

7 **RESPONDENT**

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), Shelley M. Geary ("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.       The findings contained in the Findings of Fact portion of this Consent Agreement  
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for  
9 the final disposition of this matter and may be used for purposes of determining sanctions in any  
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

25 ...

1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other  
2 than with respect to the Board, this Consent Agreement makes no representations, implied or  
3 otherwise, about the views or intended actions of any other state agency or officer or political  
4 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License Nos. LPC-17768 and LCSW-18146 for the  
17 practice of Counseling and Social Work in the State of Arizona.

18 2. From 06/20 – 10/20, Respondent provided behavioral health services to a minor  
19 female (“Minor 1”) and a minor male (“Minor 2”).

20 3. On 06/15/20, the minors’ mother (“Mother”) signed an informed consent with  
21 Agency which failed to include three minimum Board requirements.

22 4. The informed consent also listed Mother’s name as the client and there was no  
23 indication the services Mother was consenting to were for Minor 1 or Minor 2.

24 5. Minor 1’s clinical record failed to include any treatment plan.

25 ...

1           6.       Minor 1 attended a total of 8 sessions with Respondent and the progress notes  
2 failed to indicate whether the sessions were individual or family, despite Mother being present  
3 for at least one of the sessions.

4           7.       Furthermore, Minor 2's clinical records failed to include any informed consent  
5 document like the one within Minor 1's clinical record.

6           8.       On 06/15/20, Mother initialed and signed a document regarding agreement to the  
7 payment policy and that she was offered a copy of the HIPAA laws.

8           9.       Minor 2's clinical record also failed to include any treatment plan which would  
9 have outlined the goals and methods to work towards those goals.

10          10.       The progress notes listed goals but still failed to meet several minimum Board  
11 requirements if considered to be the treatment plan.

12          11.       Minor 1 and Minor 2's clinical records included releases of information signed by  
13 Mother which failed to include a minimum Board requirement.

14          12.       Minor 2's progress notes failed to indicate whether the sessions were individual  
15 or family, despite one session indicating Minor 1, Minor 2, and Mother being present for the  
16 session.

17          13.       During Minor 2's 06/16/20 session with Mother and Minor 1 present, it was  
18 reported to Respondent that Minor 2 had made statement that he did not want to be around  
19 anymore.

20          14.       During an investigative interview with Board staff, Respondent acknowledged  
21 that Minor 2 made passive suicidal statements during this session.

22          15.       Despite Minor 2 making these passive suicidal statements, Respondent failed to  
23 develop and document a safety or crisis plan within Minor 2's clinical record.

24          16.       Respondent represented the following regarding her steps to ensure Minor 2's  
25 safety:

- 1           a.       Respondent had Minor 2 complete a depression assessment and
- 2                       Respondent recommended a psychiatric evaluation for Minor 2.
- 3           b.       Minor 2 never expressed a plan or intent to harm himself.
- 4           c.       Respondent had a verbal conversation with Mother which Respondent
- 5                       considers the safety plan.
- 6           d.       Mother agreed to check in on Minor 2, keep eyes on him, and take Minor
- 7                       2 to the hospital if needed.
- 8           17.       Respondent represents she facilitated a verbal safety plan with Mother and failed
- 9                       to document that verbal conversation within Minor 2's clinical record.
- 10          18.       During a follow up investigative interview with Board staff, Respondent
- 11                       represented that after her initial investigative interview with Board staff she went into Minor 2's
- 12                       clinical record and entered a case management note with a care plan to show the steps she
- 13                       took to ensure his safety.
- 14          19.       Respondent entered a note into Minor 2's clinical record only after being notified
- 15                       by Board staff that a safety plan was not documented in the record.
- 16          20.       Respondent entered a note into the clinical record roughly 20 months after the
- 17                       session occurred based on her memory.
- 18          21.       On 08/07/20, Complainant emailed Respondent that his goal in meeting with
- 19                       Respondent is to be brought up to speed on his children's treatment so he can support them.
- 20          22.       Subsequently, Agency staff emailed Complainant forms and requested him to
- 21                       complete them in order to become a client of Agency, in which Complainant did.
- 22          23.       Despite Agency staff indicating Complainant needed to establish himself as a
- 23                       client, Complainant's clinical record did not include any informed consent document or treatment
- 24                       plan.
- 25          ...

1           24.    On 08/18/20, Complainant participated in a session with Respondent which  
2 included the following:

- 3           a.    Complainant shared a history of his relationship with Mother and how it
- 4                    affected him.
- 5           b.    Complainant asked he could help.
- 6           c.    It was recommended Complainant open up a discussion with his children
- 7                    about what he can do to help them.
- 8           d.    A diagnosis was listed for Complainant of Adjustment Disorder with other
- 9                    symptoms.
- 10          e.    Complainant's goals were listed as improving coping skills and effective
- 11                    communication skills between himself and his children.

12          25.    Complainant agreed to establish himself as an Agency client so he could be  
13 involved in his children's therapy, but Mother was not required to do the same and was actively  
14 involved in the children's therapy.

15          26.    Respondent diagnosed Complainant when he never signed an informed consent  
16 agreeing to psychotherapy services.

17          27.    Respondent failed to adequately define Complainant, Mother, Minor 1, and Minor  
18 2's roles in the therapeutic process.

19          28.    Moreover, Respondent made recommendations to Mother in a 09/10/20 email as  
20 follows:

- 21          a.    Respondent recommends the children remain under her care due to their
- 22                    established relationship.
- 23          b.    Respondent recommend Complainant pursue his own counseling and
- 24                    establish goals he wishes to address with his children.

25          ...

1 c. Respondent hopes she can be appointed as the Therapeutic  
2 Interventionist due to her licensure and experience.

3 29. Respondent's private practice forms and templates failed to include several  
4 minimum requirements within her informed consent, telehealth informed consent, treatment  
5 plan, and progress notes.

6 30. On 09/11/20, Complainant emailed Respondent and Supervisor stating he was  
7 withdrawing his consent for Agency to treat his minor children since the courts will be assigning  
8 a Therapeutic Interventionist to work with the family.

9 31. Respondent continued to treat Minor 1 and Minor 2 for two more sessions each  
10 despite Complainant, who is a legal guardian, requested to terminate services.

11 32. On 10/19/20, Complainant again emailed Respondent and Supervisor expressing  
12 concern they have continued to treat his children and again requests Agency cease treatment  
13 with his minor children.

14 33. On 10/19/20, Respondent emailed Mother advising her to contact her attorney for  
15 advice regarding the children's involvement with Agency and what the attorney feels is in the  
16 minors' best interest.

17 34. On 10/20/20, Respondent emailed Mother stating the court papers indicate that  
18 Respondent's involvement is interfering and Respondent asks Mother to let her know if she can  
19 help.

20 35. Respondent unlawfully provided services to the minor children after a legal  
21 guardian provided a written request to cease services.

22 **CONCLUSIONS OF LAW**

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

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

5                   **ACA Code of Ethics: A.2.d. Inability to Give Consent**

6           When counseling minors, incapacitated adults, or other persons unable to give  
7 voluntary consent, counselors seek the assent of clients to services and include  
8 them in decision making as appropriate. Counselors recognize the need to  
9 balance the ethical rights of clients to make choices, their capacity to give  
10 consent or assent to receive services, and parental or familial legal rights and  
11 responsibilities to protect these clients and make decisions on their behalf.

12                   **NASW Code of Ethics: 1.06 (d) Conflicts of Interest**

13           When social workers provide services to two or more people who have a  
14 relationship with each other (for example, couples, family members), social  
15 workers should clarify with all parties which individuals will be considered clients  
16 and the nature of social workers' professional obligations to the various  
17 individuals who are receiving services. Social workers who anticipate a conflict of  
18 interest among the individuals receiving services or who anticipate having to  
19 perform in potentially conflicting roles (for example when a social worker is asked  
20 to testify in a child custody dispute or divorce proceedings involving clients)  
21 should clarify their role with the parties involved and take appropriate action to  
22 minimize any conflict of interest.

23           3.     The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
25 developed by the board, as it relates to:



1 A.A.C. R4-6-1101. Consent for Treatment

2 A.A.C. R4-6-1102. Treatment Plan

3 A.A.C. R4-6-1103. Client Record

4 A.A.C. R4-6-1105. Confidentiality

5 A.A.C. R4-6-1106. Telepractice

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

9 **ORDER**

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

12 **Stayed Suspension**

13 1. As of the effective date of this Consent Agreement, Respondent's licenses, LPC-  
14 17768 and LCSW-18146 shall be **SUSPENDED**. However, the suspension shall be stayed and  
15 Respondent's license shall be placed on probation.

16 2. During the stayed suspension portion of the Order, if Respondent is  
17 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted  
18 and Respondent's license shall be automatically suspended as set forth above.

19 3. If Respondent contests the lifting of the stay as it relates to this paragraph,  
20 Respondent shall request in writing, within 10 days of being notified of the automatic  
21 suspension of licensure, that the matter be placed on the Board agenda for the Board to review  
22 and determine if the automatic suspension of Respondent's license was supported by clear and  
23 convincing evidence.

24 ...

25 ...



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

4 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
6 hours of continuing education addressing family law. All required continuing education shall be  
7 pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
8 certificate of completion of the required continuing education.

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

14 12. 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 family systems. All required continuing education shall  
17 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
18 certificate of completion of the required continuing education.

19 13. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
20 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
21 three semester credit hour graduate level course in family systems from a regionally accredited  
22 college or university, pre-approved by the Board Chair or designee. Upon completion,  
23 Respondent shall submit to the Board an official transcript establishing completion of the  
24 required course.

25 ...

1 **Clinical Supervision**

2 14. While on probation, Respondent shall submit to clinical supervision for 24 months  
3 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
4 Behavioral Health Examiners at the independent level with expertise in family systems. Within  
5 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical  
6 supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of  
7 this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior  
8 relationship to Respondent. In that letter, the clinical supervisor must address why they should  
9 be approved, acknowledge that they have reviewed the Consent Agreement and include the  
10 results of an initial assessment and a supervision plan regarding the proposed supervision of  
11 Respondent. The letter from the supervisor shall be submitted to the Board.

12 **Focus and Frequency of Clinical Supervision**

13 15. The focus of the supervision shall relate to current behavioral health ethics,  
14 documentation, suicide risk and assessment, family law, family systems, and telehealth.  
15 Respondent shall meet individually with the supervisor for a minimum of one hour weekly for the  
16 first 12 months. After the first 12 months the frequency will be at the recommendation of the  
17 clinical supervisor, but not less than twice monthly.

18 **Reports**

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

- 23 a. Dates of each clinical supervision session.  
24 b. A comprehensive description of issues discussed during supervision  
25 sessions.

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

4 18. After Respondent's probationary period, the supervisor shall submit a final  
5 summary report for review and approval by the Board Chair or designee. The final report shall  
6 also contain a recommendation as to whether the Respondent should be released from this  
7 Consent Agreement.

### 8 **Change of Clinical Supervisor During Probation**

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

## 16 **GENERAL PROVISIONS**

### 17 **Provision of Clinical Supervision**

18 20. Respondent shall not provide clinical supervision while subject to this Consent  
19 Agreement.

### 20 **Civil Penalty**

21 21. Subject to the provisions set forth in paragraph 22, the Board imposes a civil  
22 penalty against the Respondent in the amount of \$1,000.00.

23 22. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
24 remains compliant with the terms of this Consent Agreement. If Board staff determines that

25 ...

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
3 be automatically lifted and payment of the civil penalty shall be made by certified check or  
4 money order payable to the Board within 30 days after being notified in writing of the lifting of  
5 the stay.

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

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

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

22       26. Within 10 days of the effective date of this Order, if Respondent is working in a  
23 position where Respondent provides any type of behavioral health related services or works in a  
24 setting where any type of behavioral health, health care, or social services are provided,

25 ...

1 Respondent shall provide the Board Chair or designee with a signed statement from  
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
5 copy of the Consent Agreement.

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

16       28. If, during the period of Respondent's probation, Respondent changes  
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
18 extended leave of absence for whatever reason that may impact their ability to timely comply  
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
20 the Board of their change of employment status. After the change and within 10 days of  
21 accepting employment in a position where Respondent provides any type of behavioral health  
22 related services or in a setting where any type of behavioral health, health care, or social  
23 services are provided, Respondent shall provide the Board Chair or designee a written  
24 statement providing the contact information of their new employer(s) and a signed statement

25 ...

1 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
2 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
3 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
4 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
5 Respondent's employer(s) with a copy of the Consent Agreement.

6         29. Respondent shall practice behavioral health using the name under which they  
7 are licensed. If Respondent changes their name, they shall advise the Board of the name  
8 change as prescribed under the Board's regulations and rules.

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

20         31. Respondent shall bear all costs relating to probation terms required in this  
21 Consent Agreement.

22         32. Respondent shall be responsible for ensuring that all documentation required in  
23 this Consent Agreement is provided to the Board in a timely manner.

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

25 ...



1           34.    This Consent Agreement is conclusive evidence of the matters described herein  
2 and may be considered by the Board in determining appropriate sanctions in the event a  
3 subsequent violation occurs.

4  
5                   **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

6           *Shelley M Geary*  
7 Shelley M Geary (Jul 15, 2022 12:07 PDT)

8 Shelley M. Geary

9                                   Jul 15, 2022

10                                   Date

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

12 By: *M. Zavalala*

13 TOBI ZAVALA, Executive Director  
14 Arizona Board of Behavioral Health Examiners

15                                   Jul 18, 2022

16                                   Date

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

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

22                   **EXECUTED COPY** of the foregoing sent electronically Jul 18, 2022  
23 to:

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

Shelley M. Geary  
Address of Record  
Respondent

Mandi J. Karvis  
One N Central Ave Suite 885  
Phoenix, AZ 85004  
Attorney for Respondent