

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

3 **In the Matter of:**

4 **Elizabeth H. De Vries, LPC Applicant,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0052

**CONSENT AGREEMENT
FOR ISSUANCE OF LICENSE**

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

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 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 was previously the holder of License No. LPC-2371 for the practice
15 of counseling in Arizona.

16 **Case Nos. 2018-0009 & 2018-0018**

17 2. From 10/15 – 09/17, Respondent worked for a behavioral health agency
18 (“Agency”).

19 3. In review of Respondent’s personnel records from Agency, a 06/13/17 HIPAA
20 Privacy Incident document indicated the following:

21 a. When helping Respondent gain access to an online training, it was noticed
22 that she had forwarded an email from her work email to her personal email.

23 b. The email had Protected Health Information included.

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1 c. A request was placed with IT to run a report of emails sent from
2 Respondent's work email to her personal email, and assess whether or not
3 PHI was included in these emails.

4 d. 14 emails were found.

5 e. 4 of the 14 emails included PHI.

6 f. Respondent did not manually encrypt the email

7 g. The PHI included names, medical record numbers, dates of service, and
8 provider names.

9 4. Respondent's conduct was problematic for the following reasons:

10 a. On at least 4 occasions, Respondent emailed client protected health
11 information to her personal, unauthorized email account.

12 b. Respondent's emails were unrelated to her professional work duties.

13 c. Given the lack of encryption or any other confidentiality precautions, the
14 protected health information would be made available to anyone who
15 accessed Respondent's unsecured, unencrypted Gmail account.

16 5. On 06/06/17, Respondent was involuntarily terminated from her employment
17 from Agency.

18 6. On 03/30/18, approximately 6 months after her termination, Respondent
19 submitted an employment application to another behavior health agency ("Agency 2").

20 7. On her Agency 2 employment application, Respondent listed her previous
21 employment at Agency, but falsely identified her reason for leaving as: "wanted to explore other
22 options."

23 8. When answering the employment application question that asks if you have ever
24 been asked to resign or been voluntarily terminated from a job, Respondent again falsely
25 answered, "No."

1 9. Aside from her employment application misrepresentations, Respondent
2 misrepresented information to the Board.

3 10. On her 02/02/18 LPC renewal application, Respondent marked "No" to the
4 background question that asks have you ever been involuntarily terminated or resigned in lieu of
5 termination from any behavioral health or related position.

6 11. Contrary to the information Respondent submitted on her renewal application,
7 Respondent was involuntarily terminated from Agency in 09/17.

8 12. Further, when submitting her LPC renewal application, Respondent signed a
9 statement indicating, "I certify under penalty of perjury that all information contained in this
10 renewal application, including all supporting documents, is true and correct to the best of my
11 knowledge and belief, with full knowledge that all statements. made in this renewal application
12 may be ground for refusal or subsequent revocation or suspension of my license(s)."

13 **Case No. 2019-0033**

14 13. On 02/01/17, Respondent contacted the Board to self-report a DUI arrest.

15 14. Respondent indicated to the Board that she did not consume alcohol, but rather,
16 she was under the influence of prescribed medications.

17 15. Respondent also added that:

- 18 a. Respondent had taken her night medication.
19 b. She found out later that she hit a pickup truck.
20 c. Respondent fell asleep at the wheel.
21 d. "My attorney reports that all charges will be dropped as there was no ETOH
22 on board. I had dozed off as it was late at night after a long date and stressful
23 work."

24 16. Contrary to Respondent's representation, the police officer's report regarding
25 Respondent's 01/26/17 arrest indicated the following:

- a. On 01/26/17, Officer responded to a report of a hit and run collision.
- b. As Officer caught up to Respondent's car, he saw it weaving to the left and crossing the lane divider.
- c. When Officer approached the vehicle, he observed that the front left tire was flat and there was damaged to the vehicle.
- d. When asked if she had been drinking, Respondent replied: No.
- e. At 11 :23 p.m., Officer administered the HGN test and noted 616 cues.
- f. Officer offered Respondent to take a PBT test to show that she had not been drinking, and Respondent refused saying, 'I'm not gonna do a breathalyzer.'
- g. Officer placed Respondent under arrest for DUI.
- h. At the station, the Sergeant spoke to Respondent, and she continued to refuse to do a blood draw, stating that no one was taking her blood.
- i. At 12:50 a.m., a search warrant was obtained, and when Respondent was advised, she still refused to cooperate.
- j. "She was placed into a restraint chair and resisted us getting into it, trying to kick at Officers, struggling against us with her arms, and continuing to yell and scream."
- k. Officer attempted a blood draw at 1:12 a.m. and 1:18 a.m., but was unsuccessful.
- l. Another officer attempted a blood draw at 1:32 a.m. and was able to get partial tubes from Respondent's right hand.

17. According to the Tucson Police Department's Laboratory Report, the results of Respondent's blood measured her BAC at .195%.

18. In total, the court filed 3 separate cases against Respondent, which include the following charges:

- a. Criminal damage with property value greater than \$1,000.
- b. DUI with BAC above .08.
- c. DUI with drugs.
- d. Endangerment.
- e. Extreme DUI with a BAC between .15-.20.
- f. Failure to stop at accident scene.
- g. Failure to produce evidence of financial responsibility.
- h. Resisting arrest.
- i. Speed greater than reasonable and prudent.
- j. Unsafe lane change.

19. On 07/30/19, the DUI charge and related charges against Respondent were dismissed, and Respondent was not convicted of any offenses.

20. During the course of the Board's investigation into this matter, it was discovered that respondent was previously terminated from a behavioral health agency on 03/05/15.

21. At no point did Respondent ever inform the Board of her employment with this particular agency.

22. The Board only became aware of her employment and termination through its review of other records.

23. Furthermore, upon reviewing Respondent's LPC renewal application subsequent to her 03/05/15 termination, Respondent falsely marked "No" to the background question that asks if you have ever been involuntarily terminated or resigned in lieu of termination from any behavioral health or related position.

24. According to Respondent's treatment records, since at least 2011, Respondent has received intermittent treatment for various behavioral health related issues.

25. On 09/14/18, the Board reviewed this matter.

1 26. At the conclusion of its initial review, the Board ordered that Respondent undergo
2 a psychological evaluation.

3 27. On 12/14/18, the Board reviewed the results of the psychological evaluation and
4 voted to offer Respondent a probationary Consent Agreement.

5 28. On 07/12/19, Respondent signed the probationary Consent Agreement.

6 29. On 12/31/19, Respondent’s license expired while under a Consent Agreement.

7 30. On 06/06/22, Respondent reapplied for an LPC license.

8 **CONCLUSIONS OF LAW**

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

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

15 3. The conduct and circumstances described in the Findings of Fact constitute a
16 violation of A.R.S. § 32-3251(16)(c)(i), making any oral or written misrepresentation of a fact to
17 secure or attempt to secure the issuance or renewal of a license.

18 4. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251 (16)(b), using fraud or deceit in connection with rendering services
20 as a licensee or in establishing qualification pursuant to this chapter.

21 5. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
23 applicable to the practice of behavioral health, as it relates to A.A.C. R4-6-205.

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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 application to be a licensed professional counselor is approved.

5 2. The license issued to Respondent pursuant to paragraph 1 will be immediately
6 placed on probation for 24 months.

7 3. Respondent shall not practice under their license, LPC-21463, unless they are
8 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
9 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
10 shall immediately notify the Board in writing and shall not practice under their license until they
11 submit a written request to the Board to re-commence compliance with this Consent
12 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

17 **Continuing Education**

18 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
19 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
20 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
21 addressing current behavioral health documentation standards in Arizona. All required
22 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
23 Respondent shall submit a certificate of completion of the required continuing education.

24 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock

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

4 7. Respondent may submit continuing education completed since the former
5 Consent Agreement was executed for consideration of approval by the Board Chair or
6 designee.

7 **Clinical Supervision**

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

18 **Focus and Frequency of Clinical Supervision**

19 9. The focus of the supervision shall relate to compassion fatigue, clinical
20 documentation, confidentiality, ethics, and self-care. Respondent shall meet individually in
21 person with the supervisor for a minimum of one hour at least weekly if working fulltime or twice
22 monthly if working less than 20 hours per week.

23 **Reports**

24 10. Once approved, the supervisor shall submit quarterly reports for review and
25 approval by the Board Chair or designee. The quarterly reports shall include issues presented in

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision
5 sessions.

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

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

13 **Change of Clinical Supervisor During Probation**

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

21 **Therapy**

22 14. During the period of probation, Respondent shall attend therapy for 24 months
23 with a masters or higher level behavioral health professional licensed at the independent level.
24 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
25 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or

1 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
2 a letter addressing why they should be approved, acknowledging that they have reviewed the
3 Consent Agreement and include the results of an initial assessment and a treatment plan
4 regarding the proposed treatment of Respondent.

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

8 16. Respondent may submit therapy sessions completed since the former Consent
9 Agreement was executed for consideration of approval by the Board Chair or designee.

10 **Focus and Frequency of Therapy**

11 17. The focus of the therapy shall relate to concerns identified in the investigative
12 reports. Respondent shall meet in person with the therapist once weekly for the first 3 months of
13 probation. Following the initial 3 months of probation, the frequency may be at the
14 recommendation of the therapist, but not less than twice monthly.

15 **Reports**

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

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1 **Change of Therapist**

2 19. 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 discontinued
6 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
7 acknowledging that they have reviewed the Consent Agreement, and include the results of an
8 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

9 **Early Release**

10 20. After 12 months and upon the Clinical Supervisor and Therapist's
11 recommendation, Respondent may request early release from the Consent Agreement if all
12 other terms of the Consent Agreement have been met.

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

15 21. Respondent shall not provide clinical supervision while subject to this Consent
16 Agreement.

17 **Civil Penalty**

18 22. Subject to the provisions set forth in paragraph 23, the Board imposes a civil
19 penalty against the Respondent in the amount of \$1,000.00.

20 23. Respondent's payment of the civil penalty shall be stayed so long as Respondent
21 remains compliant with the terms of this Consent Agreement. If Board staff determines that
22 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
23 exception of the tolling provision under paragraph 4, the stay of the civil penalty payment shall
24 be automatically lifted and payment of the civil penalty shall be made by certified check or
25

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

3 24. 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 25. 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 26. 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 27 through 29 below.

19 27. 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
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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 28. 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 29. 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

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 30. 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 31. 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 32. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 33. 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 34. This Consent Agreement shall be effective on the date of entry below.

22 35. 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 Elizabeth H. De Vries

Elizabeth H. de Vries (Oct 7, 2022 09:34 PDT)

3 Elizabeth H. De Vries

Oct 7, 2022

Date

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

5 By: Moli Zavala

6

7 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Oct 17, 2022

Date

8 Oct 17, 2022

9 **ORIGINAL** of the foregoing filed
with:

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

12 **EXECUTED COPY** of the foregoing sent electronically

Oct 17, 2022

13 to:

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

16 Elizabeth H. De Vries
17 Address of Record
Respondent

18 Flynn Carey
19 Mitchell Stein Carey Chapman
2600 N. Central Ave., Ste. 1000
20 Phoenix, AZ 85004
Attorney for Respondent

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22
23
24
25