

**BEFORE THE  
BOARD OF PHARMACY  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**TAOHEED HASAN dba VALLEY  
PHARMACY, PHARMACIST-IN-CHARGE,  
TAOHEED HASAN**  
1324 W. Avenue J, No. 1  
Lancaster, CA 93534

Original Pharmacy Permit No. PHY 46866

and

**TAOHEED HASAN**  
448 Sugarloaf Drive  
Palmdale, CA 93551

Original Pharmacist License No. RPH 38785

Respondents.

Case No. 3918

OAH No. 2014010151

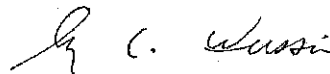
**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Board of Pharmacy, Department of Consumer Affairs, as its Decision in this matter.

This decision shall become effective on October 22, 2014.

It is so ORDERED on October 15, 2014.

BOARD OF PHARMACY  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA



By

\_\_\_\_\_  
STAN C. WEISSER  
Board President

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8 **BEFORE THE**  
9 **BOARD OF PHARMACY**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 3918

13 **TAOHEED HASAN dba VALLEY**  
14 **PHARMACY, PHARMACIST-IN-**  
15 **CHARGE, TAOHEED HASAN**  
16 **1324 W. Avenue J, No. 1**  
17 **Lancaster, CA 93534**

OAH No. 2014010151  
**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER**

18 **Original Pharmacy Permit No. PHY 46866**

19 **and**

20 **TAOHEED HASAN**  
21 **448 Sugarloaf Drive**  
22 **Palmdale, CA 93551**

23 **Original Pharmacist License No. RPH 38785**

24 Respondents.

25 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
26 entitled proceedings that the following matters are true:

27 **PARTIES**

28 1. Virginia Herold ("Complainant") is the Executive Officer of the Board of Pharmacy.  
She brought this action solely in her official capacity and is represented in this matter by Kamala  
D. Harris, Attorney General of the State of California, by Michael Brown, Deputy Attorney  
General.

1 2. Respondents Valley Pharmacy and Taoheed Hasan (Respondents) are both  
2 represented in this proceeding by attorney Tony J. Park, whose address is: California Pharmacy  
3 Lawyers, 6789 Quail Hill Pkwy., #405, Irvine, CA 92603-4233.

4 **Taoheed Hasan dba Valley Pharmacy**

5 3. On or about September 13, 2004, the Board of Pharmacy issued Original Pharmacy  
6 Permit Number PHY 46866 to Taoheed Hasan to do business as Valley Pharmacy (Respondent  
7 Valley Pharmacy). The Original Pharmacy Permit was in full force and effect at all times  
8 relevant to the charges brought herein and will expire on September 1, 2015, unless renewed.

9 **Taoheed Hasan**

10 4. On or about August 16, 1984, the Board of Pharmacy issued Original Pharmacist  
11 License Number RPH 38785 to Taoheed Hasan (Respondent Hasan). The Original Pharmacist  
12 License was in full force and effect at all times relevant to the charges brought herein and will  
13 expire on January 31, 2016, unless renewed.

14 **JURISDICTION**

15 5. Accusation No. 3918 was filed before the Board of Pharmacy (Board), Department of  
16 Consumer Affairs, and is currently pending against Respondents Valley Pharmacy and Hasan.  
17 The Accusation and all other statutorily required documents were properly served on  
18 Respondents on November 27, 2013. Respondents timely filed their Notice of Defense contesting  
19 the Accusation. A copy of Accusation No. 3918 is attached as exhibit A and incorporated herein  
20 by reference.

21 **ADVISEMENT AND WAIVERS**

22 6. Respondents Valley Pharmacy and Hasan have carefully read, fully discussed with  
23 counsel, and understand the charges and allegation in Accusation No. 3918. Respondents have  
24 also carefully read, fully discussed with counsel, and understands the effects of this Stipulated  
25 Settlement and Disciplinary Order.

26 7. Respondents Valley Pharmacy and Hasan are fully aware of their legal rights in this  
27 matter, including the right to a hearing on the charges and allegations in the Accusation; the right  
28 to be represented by counsel at their own expense; the right to confront and cross-examine the

1 witnesses against them; the right to present evidence and to testify on their own behalf; the right  
2 to the issuance of subpoenas to compel the attendance of witnesses and the production of  
3 documents; the right to reconsideration and court review of an adverse decision; and all other  
4 rights accorded by the California Administrative Procedure Act and other applicable laws.

5 8. Respondents Valley Pharmacy and Hasan voluntarily, knowingly, and intelligently  
6 waive and give up each and every right set forth above.

7 **CULPABILITY**

8 9. Respondents Valley Pharmacy and Hasan admit the truth of each and every charge  
9 and allegation in Accusation No. 3918. Respondents agree that their licenses are subject to  
10 discipline and agree to be bound by the Board's probationary terms as set forth in the Disciplinary  
11 Order below.

12 **CONTINGENCY**

13 10. This stipulation shall be subject to approval by the Board of Pharmacy. Respondents  
14 Valley Pharmacy and Hasan understand and agree that counsel for Complainant and the staff of  
15 the Board of Pharmacy may communicate directly with the Board regarding this stipulation and  
16 settlement, without notice to or participation by Respondents or their counsel. By signing the  
17 stipulation, Respondents understand and agree that they may not withdraw their agreement or  
18 seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board  
19 fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary  
20 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal  
21 action between the parties, and the Board shall not be disqualified from further action by having  
22 considered this matter.

23 11. The parties understand and agree that Portable Document Format (PDF) and facsimile  
24 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format  
25 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

26 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
3 writing executed by an authorized representative of each of the parties.

4 13. In consideration of the foregoing admissions and stipulations, the parties agree that  
5 the Board may, without further notice or formal proceeding, issue and enter the following  
6 Disciplinary Order:

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Original Pharmacy Permit Number No. PHY 46866 issued  
9 to Respondent Valley Pharmacy and Original Pharmacist License Number RPH 38785 issued to  
10 Respondent Hasan are revoked. However, Respondent Valley Pharmacy's revocation is stayed  
11 and is placed on probation for three (3) years and Respondent Hasan's revocation is stayed and is  
12 placed on probation for four-two (42) months on the following terms and conditions.

13 **TERMS APPLICABLE TO BOTH RESPONDENTS**

14 1. **Obey All Laws.**

15 Respondents Valley Pharmacy and Hasan shall obey all state and federal laws and  
16 regulations. Respondents shall report any of the following occurrences to the Board, in writing,  
17 within seventy-two (72) hours of such occurrence:

- 18 • an arrest or issuance of a criminal complaint for violation of any provision of the  
19 Pharmacy Law, state and federal food and drug laws, or state and federal controlled  
20 substances laws
- 21 • a plea of guilty or nolo contendere in any state or federal criminal proceeding to any  
22 criminal complaint, information or indictment
- 23 • a conviction of any crime
- 24 • discipline, citation, or other administrative action filed by any state or federal agency  
25 which involves Respondents' licenses or which is related to the practice of pharmacy  
26 or the manufacturing, obtaining, handling, distributing, billing, or charging for any  
27 drug, device or controlled substance.

28 Failure to timely report such occurrence shall be considered a violation of probation.

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**2. Report to the Board**

Respondents Valley Pharmacy and Hasan shall report to the Board quarterly, on a schedule as directed by the Board or its designee. The report shall be made either in person or in writing, as directed. Among other requirements, each Respondent shall state in each report under penalty of perjury whether there has been compliance with all the terms and conditions of probation. Failure to submit timely reports in a form as directed shall be considered a violation of probation. Any period(s) of delinquency in submission of reports as directed may be added to the total period of probation. Moreover, if the final probation report is not made as directed, probation shall be automatically extended until such time as the final report is made and accepted by the Board.

**3. Interview with the Board**

Upon receipt of reasonable prior notice, Respondents Valley Pharmacy and Hasan shall appear in person for interviews with the Board or its designee, at such intervals and locations as are determined by the Board or its designee. Failure to appear for any scheduled interview without prior notification to Board staff, or failure to appear for two (2) or more scheduled interviews with the Board or its designee during the period of probation, shall be considered a violation of probation.

**4. Cooperate with Board Staff**

Respondents Valley Pharmacy and Hasan shall cooperate with the Board's inspection program and with the Board's monitoring and investigation of Respondents' compliance with the terms and conditions of their probation. Failure to cooperate shall be considered a violation of probation.

**5. Probation Monitoring Costs**

Respondents Valley Pharmacy and Hasan shall pay any costs associated with probation monitoring as determined by the Board each and every year of probation. Such costs shall be payable to the Board on a schedule as directed by the Board or its designee. Failure to pay such costs by the deadline(s) as directed shall be considered a violation of probation.

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**6. Status of License**

Respondents Valley Pharmacy and Hasan shall, at all times while on probation, maintain an active, current license with the Board, including any period during which suspension or probation is tolled. Failure to maintain an active, current license shall be considered a violation of probation. If Respondents Valley Pharmacy and Hasan submits an application to the Board, and the application is approved, for a change of location, change of permit or change of ownership, the Board shall retain continuing jurisdiction over the license, and the Respondents Valley Pharmacy and Hasan shall remain on probation as determined by the Board.

If either Respondent's license expires or is cancelled by operation of law or otherwise at any time during the period of probation, including any extensions thereof due to tolling or otherwise, upon renewal or reapplication Respondents' licenses shall be subject to all terms and conditions of this probation not previously satisfied.

**7. Violation of Probation**

If Respondents Valley Pharmacy and Hasan have not complied with any term or condition of probation, the Board shall have continuing jurisdiction over the Respondents, and probation shall automatically be extended, until all terms and conditions have been satisfied or the Board has taken other action as deemed appropriate to treat the failure to comply as a violation of probation, to terminate probation, and to impose the penalty that was stayed.

If either Respondent violates probation in any respect, the Board, after giving Respondents notice and an opportunity to be heard, may revoke probation and carry out the disciplinary order that was stayed. Notice and opportunity to be heard are not required for those provisions stating that a violation thereof may lead to automatic termination of the stay and/or revocation of the license. If a petition to revoke probation or an accusation is filed against Respondents Valley Pharmacy and Hasan during probation, the Board shall have continuing jurisdiction and the period of probation shall be automatically extended until the petition to revoke probation or accusation is heard and decided.

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1           **8. Completion of Probation**

2           Upon written notice by the Board or its designee indicating successful completion of  
3 probation, Respondents Valley Pharmacy and Hasan's licenses will be fully restored.

4                           **ADDITIONAL TERMS APPLICABLE TO RESPONDENT**  
5                           **VALLEY PHARMACY**

6           **9. License Surrender While on Probation/Suspension**

7           Following the effective date of this decision, should Respondent Valley Pharmacy  
8 discontinue business, Respondent Valley Pharmacy may tender the premise license to the Board  
9 for surrender. The Board or its designee shall have the discretion whether to grant the request for  
10 surrender or take any other action it deems appropriate and reasonable. Upon formal acceptance  
11 of the surrender of the license, Respondent Valley Pharmacy will no longer be subject to the  
12 terms and conditions of probation.

13           Upon acceptance of the surrender, Respondent Valley Pharmacy shall relinquish the  
14 premise wall and renewal license to the Board within ten (10) days of notification by the Board  
15 that the surrender is accepted. Respondent Valley Pharmacy shall further submit a completed  
16 Discontinuance of Business form according to Board guidelines and shall notify the Board of the  
17 records inventory transfer.

18           Respondent Valley Pharmacy shall also, by the effective date of this decision, arrange for  
19 the continuation of care for ongoing patients of the pharmacy by, at minimum, providing a written  
20 notice to ongoing patients that specifies the anticipated closing date of the pharmacy and that  
21 identifies one or more area pharmacies capable of taking up the patients' care, and by cooperating  
22 as may be necessary in the transfer of records or prescriptions for ongoing patients. Within five  
23 days of its provision to the pharmacy's ongoing patients, Respondent Valley Pharmacy shall  
24 provide a copy of the written notice to the Board. For the purposes of this provision, "ongoing  
25 patients" means those patients for whom the pharmacy has on file a prescription with one or more  
26 refills outstanding, or for whom the pharmacy has filled a prescription within the preceding sixty  
27 (60) days.

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1 Respondent Valley Pharmacy may not apply for any new licensure from the Board for three  
2 (3) years from the effective date of the surrender. Respondent Valley Pharmacy shall meet all  
3 requirements applicable to the license sought as of the date the application for that license is  
4 submitted to the Board.

5 Respondent Valley Pharmacy further stipulates that it shall reimburse the Board for its costs  
6 of investigation and prosecution prior to the acceptance of the surrender.

7 **10. Notice to Employees**

8 Respondent Valley Pharmacy shall, upon or before the effective date of this decision,  
9 ensure that all employees involved in permit operations are made aware of all the terms and  
10 conditions of probation, either by posting a notice of the terms and conditions, circulating such  
11 notice, or both. If the notice required by this provision is posted, it shall be posted in a prominent  
12 place and shall remain posted throughout the probation period. Respondent Valley Pharmacy  
13 shall ensure that any employees hired or used after the effective date of this decision are made  
14 aware of the terms and conditions of probation by posting a notice, circulating a notice, or both.  
15 Additionally, Respondent Valley Pharmacy shall submit written notification to the Board, within  
16 fifteen (15) days of the effective date of this decision, that this term has been satisfied. Failure to  
17 submit such notification to the Board shall be considered a violation of probation.

18 "Employees" as used in this provision includes all full-time, part-time,  
19 volunteer, temporary and relief employees and independent contractors employed or  
20 hired at any time during probation.

21 **11. Owners and Officers: Knowledge of the Law**

22 Respondent Valley Pharmacy shall provide, within thirty (30) days after the effective date  
23 of this decision, signed and dated statements from its owners, including any owner or holder of  
24 ten percent (10%) or more of the interest in respondent or respondent's stock, and any officer,  
25 stating under penalty of perjury that said individuals have read and are familiar with state and  
26 federal laws and regulations governing the practice of pharmacy. The failure to timely provide  
27 said statements under penalty of perjury shall be considered a violation of probation.

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1           **12. Posted Notice of Probation**

2           Respondent Valley Pharmacy shall prominently post a probation notice provided by the  
3 Board in a place conspicuous and readable to the public. The probation notice shall remain  
4 posted during the entire period of probation.

5           Respondent Valley Pharmacy shall not, directly or indirectly, engage in any conduct or  
6 make any statement which is intended to mislead or is likely to have the effect of misleading any  
7 patient, customer, member of the public, or other person(s) as to the nature of and reason for the  
8 probation of the licensed entity.

9           Failure to post such notice shall be considered a violation of probation.

10           **13. Community Services Program**

11           Within sixty (60) days of the effective date of this decision, Respondent Valley Pharmacy  
12 shall submit to the Board or its designee, for prior approval, a community service program in  
13 which Respondent Valley Pharmacy shall provide free health-care related services to a  
14 community or charitable facility or agency for the amount of ten thousand dollars (\$10,000.00)  
15 within three (3) years of probation.

16           Within thirty (30) days of Board approval thereof, Respondent Valley Pharmacy shall  
17 submit documentation to the Board demonstrating commencement of the community service  
18 program. A record of this notification must be provided to the Board upon request.

19           Failure to timely submit, commence, or comply with the program shall be considered a  
20 violation of probation.

21           **14. Reimbursement of Board Costs**

22           As a condition precedent to successful completion of probation, Respondent Valley  
23 Pharmacy shall pay to the Board its costs of investigation and prosecution in the amount of  
24 \$4,097.25 (Four Thousand Ninety-Seven Dollars and Twenty-Five Cents). Respondents Valley  
25 Pharmacy and Hasan shall be jointly and severally liable for payment to the Board of \$4,097.25  
26 (Four Thousand Ninety-Seven Dollars and Twenty-Five Cents). Respondent Valley Pharmacy  
27 shall make said payments as follows: Respondent Valley Pharmacy shall make ten (10) quarterly  
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1 payments of \$409.72 (Four Hundred Nine Dollars and Seventy-Two Cents) every ninety (90)  
2 days until the entire balance is paid in full.

3 There shall be no deviation from this schedule absent prior written approval by the Board or  
4 its designee. Failure to pay costs by the deadline(s) as directed shall be considered a violation of  
5 probation.

6 The filing of bankruptcy by Respondent Valley Pharmacy shall not relieve Respondent of  
7 its responsibility to reimburse the Board its costs of investigation and prosecution.

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9 **ADDITIONAL TERMS APPLICABLE TO**  
10 **RESPONDENT HASAN**

11 **15. Continuing Education**

12 Respondent Hasan shall provide evidence of efforts to maintain skill and knowledge as a  
13 pharmacist as directed by the Board or its designee.

14 **16. Notice to Employers**

15 During the period of probation, Respondent Hasan shall notify all present and prospective  
16 employers of the decision in Case Number 3918 and the terms, conditions and restrictions  
17 imposed on Respondent Hasan by the decision, as follows:

18 Within thirty (30) days of the effective date of this decision, and within fifteen (15) days of  
19 Respondent Hasan undertaking any new employment, Respondent Hasan shall cause his direct  
20 supervisor, pharmacist-in-charge (including each new pharmacist-in-charge employed during  
21 Respondent Hasan's tenure of employment) and owner to report to the Board in writing  
22 acknowledging that the listed individual(s) has/have read the decision in Case Number 3918, and  
23 terms and conditions imposed thereby. It shall be Respondent Hasan's responsibility to ensure  
24 that his employer(s) and/or supervisor(s) submit timely acknowledgment(s) to the Board.

25 If Respondent Hasan works for or is employed by or through a pharmacy employment  
26 service, Respondent Hasan must notify his direct supervisor, pharmacist-in-charge, and owner at  
27 every entity licensed by the Board of the terms and conditions of the decision in Case Number  
28 3918 in advance of the Respondent Hasan commencing work at each licensed entity. A record of  
this notification must be provided to the Board upon request.

1 Furthermore, within thirty (30) days of the effective date of this decision, and within fifteen  
2 (15) days of Respondent Hasan undertaking any new employment by or through a pharmacy  
3 employment service, Respondent Hasan shall cause his direct supervisor with the pharmacy  
4 employment service to report to the Board in writing acknowledging that he has read the decision  
5 in Case Number 3918 and the terms and conditions imposed thereby. It shall be Respondent  
6 Hasan's responsibility to ensure that his employer(s) and/or supervisor(s) submit timely  
7 acknowledgment(s) to the Board.

8 Failure to timely notify present or prospective employer(s) or to cause that/those  
9 employer(s) to submit timely acknowledgments to the Board shall be considered a violation of  
10 probation.

11 "Employment" within the meaning of this provision shall include any full-time,  
12 part-time, temporary, relief or pharmacy management service as a pharmacist or any  
13 position for which a pharmacist license is a requirement or criterion for employment,  
14 whether the respondent is an employee, independent contractor or volunteer.

15 **17. No Supervision of Interns, Serving as Pharmacist-in-Charge (PIC), Serving as**  
16 **Designated Representative-in-Charge, or Serving as a Consultant.**

17 During the period of probation, Respondent Hasan shall not supervise any intern  
18 pharmacist, be the pharmacist-in-charge or designated representative-in-charge of any entity  
19 licensed by the Board nor serve as a consultant unless otherwise specified in this order.  
20 Assumption of any such unauthorized supervision responsibilities shall be considered a violation  
21 of probation.

22 **18. Reimbursement of Board Costs**

23 As a condition precedent to successful completion of probation, Respondent Hasan shall  
24 pay to the Board its costs of investigation and prosecution in the amount of \$4,097.25 (Four  
25 Thousand Ninety-Seven Dollars and Twenty-Five Cents). Respondent Valley Pharmacy and  
26 Hasan shall be jointly and severally liable for payment to the Board of \$4,097.25 (Four Thousand  
27 Ninety-Seven Dollars and Twenty-Five Cents). Respondent Hasan shall make said payments as  
28 follows: Respondent Hasan shall make ten (10) quarterly payments of \$409.72 (Four Hundred

1 Nine Dollars and Seventy-Two Cents) every ninety (90) days until the entire balance is paid in  
2 full.

3 There shall be no deviation from this schedule absent prior written approval by the Board or  
4 its designee. Failure to pay costs by the deadline(s) as directed shall be considered a violation of  
5 probation.

6 The filing of bankruptcy by Respondent Hasan shall not relieve Respondent Hasan of his  
7 responsibility to reimburse the Board its costs of investigation and prosecution.

8 **19. License Surrender While on Probation/Suspension**

9 Following the effective date of this decision, should Respondent Hasan cease practice due  
10 to retirement or health, or be otherwise unable to satisfy the terms and conditions of probation,  
11 Respondent Hasan may tender his license to the Board for surrender. The Board or its designee  
12 shall have the discretion whether to grant the request for surrender or take any other action it  
13 deems appropriate and reasonable. Upon formal acceptance of the surrender of the license,  
14 Respondent Hasan will no longer be subject to the terms and conditions of probation. This  
15 surrender constitutes a record of discipline and shall become a part of the Respondent Hasan's  
16 license history with the Board.

17 Upon acceptance of the surrender, Respondent Hasan shall relinquish his pocket and wall  
18 license to the Board within ten (10) days of notification by the Board that the surrender is  
19 accepted. Respondent Hasan may not reapply for any license from the Board for three (3) years  
20 from the effective date of the surrender. Respondent Hasan shall meet all requirements applicable  
21 to the license sought as of the date the application for that license is submitted to the Board,  
22 including any outstanding costs.

23 **20. Notification of a Change in Name, Residence Address, Mailing Address or**  
24 **Employment**

25 Respondent Hasan shall notify the Board in writing within ten (10) days of any change of  
26 employment. Said notification shall include the reasons for leaving, the address of the new  
27 employer, the name of the supervisor and owner, and the work schedule if known. Respondent  
28

1 Hasan shall further notify the Board in writing within ten (10) days of a change in name,  
2 residence address, mailing address, or phone number.

3 Failure to timely notify the Board of any change in employer(s), name(s), address(es), or  
4 phone number(s) shall be considered a violation of probation.

5 **21. Tolling of Probation**

6 Respondent Hasan shall, at all times while on probation, be employed as a pharmacist in  
7 California for a minimum of 40 hours per calendar month. Any month during which this  
8 minimum is not met shall toll the period of probation, i.e., the period of probation shall be  
9 extended by one month for each month during which this minimum is not met. During any such  
10 period of tolling of probation, Respondent Hasan must nonetheless comply with all terms and  
11 conditions of probation.

12 Should Respondent Hasan, regardless of residency, for any reason (including vacation)  
13 cease practicing as a pharmacist for a minimum of 40 hours per calendar month in California,  
14 Respondent Hasan must notify the Board in writing within ten (10) days of the cessation of  
15 practice, and must further notify the Board in writing within ten (10) days of the resumption of  
16 practice. Any failure to provide such notification(s) shall be considered a violation of probation.

17 It is a violation of probation for Respondent Hasan's probation to remain tolled pursuant to  
18 the provisions of this condition for a total period, counting consecutive and non-consecutive  
19 months, exceeding thirty-six (36) months.

20 "Cessation of practice" means any calendar month during which Respondent is  
21 not practicing as a pharmacist for at least 40 (forty) hours, as defined by Business and  
22 Professions Code section 4000 et seq. "Resumption of practice" means any calendar  
23 month during which respondent is practicing as a pharmacist for at least 40 (forty)  
24 hours as a pharmacist as defined by Business and Professions Code section 4000 et  
25 seq.

26 **22. Remedial Education**

27 Within sixty (60) days of the effective date of this decision, Respondent Hasan shall  
28 submit to the Board or its designee, for prior approval, an appropriate program of remedial

1 education related to pharmacy management. The program of remedial education shall  
2 consist of at least ten (10) hours, which shall be completed within twelve (12) months at  
3 Respondent Hasan's own expense. All remedial education shall be in addition to, and shall  
4 not be credited toward, continuing education (CE) courses used for license renewal  
5 purposes.

6 Failure to timely submit or complete the approved remedial education shall be considered a  
7 violation of probation. The period of probation will be automatically extended until such  
8 remedial education is successfully completed and written proof, in a form acceptable to the  
9 Board, is provided to the Board or its designee.

10 Following the completion of each course, the Board or its designee may require Respondent  
11 Hasan, at his own expense, to take an approved examination to test the Respondent's knowledge  
12 of the course. If Respondent Hasan does not achieve a passing score on the examination, this  
13 failure shall be considered a violation of probation. Any such examination failure shall require  
14 Respondent Hasan to take another course approved by the Board in the same subject area.

15 **23. No New Ownership of Licensed Premises**

16 Respondent Hasan shall not acquire any new ownership, legal or beneficial interest nor  
17 serve as a manager, administrator, member, officer, director, trustee, associate, or partner of any  
18 additional business, firm, partnership, or corporation licensed by the Board. If Respondent Hasan  
19 currently owns or has any legal or beneficial interest in, or serves as a manager, administrator,  
20 member, officer, director, trustee, associate, or partner of any business, firm, partnership, or  
21 corporation currently or hereinafter licensed by the Board, Respondent Hasan may continue to  
22 serve in such capacity or hold that interest, but only to the extent of that position or interest as of  
23 the effective date of this decision. Violation of this restriction shall be considered a violation of  
24 probation.

25 **24. Consultant for Owner or Pharmacist-In-Charge**

26 During the period of probation, Respondent Hasan shall not supervise any intern pharmacist  
27 or serve as a consultant to any entity licensed by the Board. Respondent Hasan may be a  
28 pharmacist-in-charge. However, if during the period of probation Respondent Hasan serves as a

1 pharmacist-in-charge, Respondent Hasan shall retain an independent consultant at his own  
2 expense who shall be responsible for reviewing pharmacy operations on a monthly basis for  
3 compliance by Respondent with state and federal laws and regulations governing the practice of  
4 pharmacy and for compliance by Respondent with the obligations of a pharmacist-in-charge.  
5 Upon request by the Respondent, the review intervals may be decreased from a monthly basis to a  
6 quarterly basis by the Board or its designee. The consultant shall be a pharmacist licensed by and  
7 not on probation with the Board and whose name shall be submitted to the Board or its designee,  
8 for prior approval, within thirty (30) days of the effective date of this decision. Respondent  
9 Hasan shall not be a pharmacist-in-charge at more than one pharmacy or at any pharmacy of  
10 which he is not the sole owner. Failure to timely retain, seek approval of, or ensure timely  
11 reporting by the consultant shall be considered a violation of probation.

12 **25. Ethics Course**

13 Within sixty (60) calendar days of the effective date of this decision, Respondent Hasan  
14 shall enroll in a course in ethics, at Respondent's expense, approved in advance by the Board or  
15 its designee. Failure to initiate the course during the first year of probation, and complete it  
16 within the second year of probation, is a violation of probation.

17 Respondent Hasan shall submit a certificate of completion to the Board or its designee  
18 within five days after completing the course.

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**ACCEPTANCE**

1  
2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
3 discussed it with my attorney, Tony J. Park. I understand the stipulation and the effect it will  
4 have on my Original Pharmacy Permit. I enter into this Stipulated Settlement and Disciplinary  
5 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order  
6 of the Board of Pharmacy.

7  
8 DATED: 9/3/14   
9 TAOHEED HASAN DBA VALLEY PHARMACY  
Respondent

10 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
11 discussed it with my attorney Tony J. Park. I understand the stipulation and the effect it has on  
12 my Original Pharmacist License. I enter into this settlement voluntarily, knowingly, and  
13 intelligently, and agree to be bound by the Decision and Order of the Board of Pharmacy.

14  
15 DATED: 9/3/14   
16 TAOHEED HASAN  
17 Respondent

18 I have read and fully discussed with Respondent Valley Pharmacy, Taohed Hasan the  
19 terms and conditions and other matters contained in the above Stipulated Settlement and  
20 Disciplinary Order. I approve its form and content.

21 DATED: 9/3/14   
22 Tony J. Park  
Attorney for Respondents

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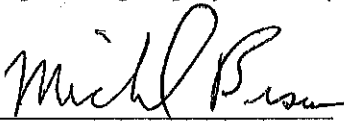
**ENDORSEMENT**

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board of Pharmacy.

Dated: September 5, 2014

Respectfully submitted,

KAMALA D. HARRIS  
Attorney General of California  
THOMAS L. RINALDI  
Supervising Deputy Attorney General

  
MICHAEL BROWN  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 3918**

1 KAMALA D. HARRIS  
Attorney General of California  
2 KAREN B. CHAPPELLE  
Supervising Deputy Attorney General  
3 MICHAEL BROWN  
Deputy Attorney General  
4 State Bar No. 231237  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
Telephone: (213) 897-2095  
6 Facsimile: (213) 897-2804  
E-mail: MichaelB.Brown@doj.ca.gov  
7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **BOARD OF PHARMACY**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 3918

13 **TAOHEED HASAN dba VALLEY**  
14 **PHARMACY, PHARMACIST-IN-**  
15 **CHARGE, TAOHEED HASAN**  
16 **1324 W. Avenue J, No. 1**  
17 **Lancaster, CA 93534**

**A C C U S A T I O N**

18 **Original Pharmacy Permit No. PHY 46866**

19 **and**

20 **TAOHEED HASAN**  
21 **448 Sugarloaf Drive**  
22 **Palmdale, CA 93551**

23 **Original Pharmacist License No. RPH 38785**

24 Respondents.

25 Complainant alleges:

26 **PARTIES**

27 1. Virginia Herold (Complainant) brings this Accusation solely in her official capacity  
28 as the Executive Officer of the Board of Pharmacy, Department of Consumer Affairs.

**Taoheed Hasan dba Valley Pharmacy**

2. On or about September 13, 2004, the Board of Pharmacy issued Original Pharmacy  
Permit Number PHY 46866 to Taoheed Hasan to do business as Valley Pharmacy (Respondent

1 Valley Pharmacy). The Original Pharmacy Permit was in full force and effect at all times  
2 relevant to the charges brought herein and will expire on September 1, 2014, unless renewed.

3 **Taoheed Hasan**

4 3. On or about August 16, 1984, the Board of Pharmacy issued Original Pharmacist  
5 License Number RPH 38785 to Taoheed Hasan (Respondent Hasan). The Original Pharmacist  
6 License was in full force and effect at all times relevant to the charges brought herein and will  
7 expire on January 31, 2014, unless renewed.

8 **JURISDICTION**

9 4. This Accusation is brought before the Board of Pharmacy (Board), Department of  
10 Consumer Affairs, under the authority of the following laws. All section references are to the  
11 Business and Professions Code unless otherwise indicated.

12 5. Section 118, subdivision (b), of the Code provides that the  
13 suspension/expiration/surrender/cancellation of a license shall not deprive the  
14 Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period  
15 within which the license may be renewed, restored, reissued or reinstated.

16 6. Section 4011 of the Code provides that the Board shall administer and enforce both  
17 the Pharmacy Law [Bus. & Prof. Code, § 4000 et seq.] and the Uniform Controlled Substances  
18 Act [Health & Safety Code, § 11000 et seq.].

19 7. Section 4300(a) of the Code states that every license issued by the Board may be  
20 suspended or revoked.

21 8. Section 4300.1 of the Code states:

22 "The expiration, cancellation, forfeiture, or suspension of a board-issued license by  
23 operation of law or by order or decision of the board or a court of law, the placement of a license  
24 on a retired status, or the voluntary surrender of a license by a licensee shall not deprive the board  
25 of jurisdiction to commence or proceed with any investigation of, or action or disciplinary  
26 proceeding against, the licensee or to render a decision suspending or revoking the license."

27 ///

28 ///

**STATUTORY PROVISIONS**

9. Section 4043 of the Code states:

“(a) ‘Wholesaler’ means and includes a person who acts as a wholesale merchant, broker, jobber, customs broker, reverse distributor, agent, or a nonresident wholesaler, who sells for resale, or negotiates for distribution, or takes possession of, any drug or device included in 4022. Unless otherwise authorized by law a wholesaler may not store, warehouse or authorize the storage or warehousing of drugs with any person or at any location not licensed by the board.”

10. Section 4059 of the Code states:

...

“(b) This section does not apply to the furnishing of any dangerous drug or dangerous device by a manufacturer, wholesaler, or pharmacy to each other or to a physician, dentist, podiatrist, optometrist, veterinarian, or naturopathic doctor pursuant to Section 3640.7, or to a laboratory under sales and purchase records that correctly give the date, the names and addresses of the supplier and the buyer, the drug or device, and its quantity. This section does not apply to the furnishing of any dangerous device by a manufacturer, wholesaler, or pharmacy to a physical therapist acting within the scope of his or her license under sales and purchase records that correctly provide the date the device is provided, the names and addresses of the supplier and the buyer, a description of the device, and the quantity supplied.”

11. Code section 4126.5, subdivision (a), provides:

“(a) A pharmacy may furnish dangerous drugs only to the following:

...

(4) Another pharmacy or wholesaler to alleviate a temporary shortage of a dangerous drug that could result in the denial of health care. A pharmacy furnishing dangerous drugs pursuant to this paragraph may only furnish a quantity sufficient to alleviate the temporary shortage.

(5) A patient or to another pharmacy pursuant to a prescription or as otherwise authorized by law.

...

(7) To another pharmacy under common control.”







13	3/6/10	PO# Desert Drugs	\$591.39
14	3/6/10	PO# V/P to D/D moaz	\$5,268.78
15	3/9/10	PO# Desert Drugs	\$3,345.93
16	3/10/10	PO# V/P to D/D moaz	\$131.95
17	3/11/10	PO# V/P to D/D moaz	\$1,792.21
18	3/12/10	PO# V/P to D/D moaz	\$4,197.85
19	3/12/10	PO# D/D to A/P	\$15.74
20	3/13/10	PO# abill	\$7,996.00
21	3/13/10	PO# V/P to D/D 3/13	\$2,300.00
22	3/17/10	PO# V/P to D/D moaz	\$1,049.09
23	3/22/10	PO# V/P to D/D moaz	\$644.35
24	3/24/10	PO# Tauheed Moaz	\$3,277.25
25	3/26/10	PO# V/P to D/D moaz	\$2,110.75
26	3/26/10	PO# Tauheed/Moazzem	\$988.81
27	3/29/10	PO# Needs for LARC	\$8,524.68
28	3/30/10	PO# V/P to D/D moaz	\$2,963.88
29	4/9/10	PO# Desert Drugs	\$4,997.41
30	4/14/10	PO# V/P to D/D moaz	\$11.50
31	4/16/10	PO# V/P to D/D moaz	\$3,782.66
32	4/17/10	PO# V/P to D/D moaz	\$140.28
33	4/19/10	PO# V/P to D/D moaz	\$95.88
34	4/20/10	PO# V/P to D/D moaz	\$1,003.40
35	4/26/10	PO# V/P to D/D moaz	\$7,679.48
36	4/29/10	PO# V/P to D/D moaz	\$1,537.05
37	5/25/10	PO# V/P to D/D moaz	\$3,216.69
38	5/25/10	PO# V/P to D/D moaz	\$11,350.51
39	6/2/2010	PO# V/P to D/D	\$1,910.00
40	6/7/10	PO# V/P to D/D moaz	\$1,712.22
		Total	\$92,911.01

**SECOND CAUSE FOR DISCIPLINE**

(Unprofessional Conduct - Furnishing Dangerous Drugs without a Prescription)

As to Respondent Valley Pharmacy and Hasan

20. Respondents are subject to disciplinary action under section 4301, subdivisions (j) and (o) for violating section 4059, subdivision (b) in that Respondents furnished prescription medications without prescription. The circumstances are as follows:

///

21. On or between November 3, 2009 and December 30, 2009 and on or between March 1, 2010 and June 7, 2010, Respondents furnished approximately \$92,911.01 worth of dangerous drugs to Desert Pharmacy without proper sales records that correctly documented the date and the names and addresses of the supplier and buyer.

	<b>Date</b>	<b>Invoice Record</b>	<b>Approximate Amount</b>
1	11/3/09	PO# V/P to D/D-moaz	\$459.59
2	11/16/09	PO# D/D to V/P-moaz	\$20.72
3	11/23/09	PO# For Tauheed	\$38.80
4	12/29/09	PO# V/P to D/D-moaz	\$1,579.00
5	12/30/09	PO# FOA-12/30/09- Wed	\$396.31
6	3/1/10	PO# V/P to D/D moaz	\$1,154.86
7	3/2/10	PO# V/P to D/D moaz	\$1,658.65
8	3/3/10	PO# D/D to A/P moz	\$315.21
9	3/3/10	PO# V/P to D/D moaz	\$1,855.20
10	3/4/10	PO# V/P to D/D moaz	\$1,880.66
11	3/5/10	PO# Desert Drugs	\$807.16
12	3/6/10	PO# V/P 3/06/10	\$109.11
13	3/6/10	PO# Desert Drugs	\$591.39
14	3/6/10	PO# V/P to D/D moaz	\$5,268.78
15	3/9/10	PO# Desert Drugs	\$3,345.93
16	3/10/10	PO# V/P to D/D moaz	\$131.95
17	3/11/10	PO# V/P to D/D moaz	\$1,792.21
18	3/12/10	PO# V/P to D/D moaz	\$4,197.85
19	3/12/10	PO# D/D to A/P	\$15.74
20	3/13/10	PO# abill	\$7,996.00
21	3/13/10	PO# V/P to D/D 3/13	\$2,300.00
22	3/17/10	PO# V/P to D/D moaz	\$1,049.09
23	3/22/10	PO# V/P to D/D moaz	\$644.35
24	3/24/10	PO# Tauheed Moaz	\$3,277.25
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32	4/17/10	PO# V/P to D/D moaz	\$140.28

33	4/19/10	PO# V/P to D/D moaz	\$95.88
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37	5/25/10	PO# V/P to D/D moaz	\$3,216.69
38	5/25/10	PO# V/P to D/D moaz	\$11,350.51
39	6/2/2010	PO# V/P to D/D	\$1,910.00
40	6/7/10	PO# V/P to D/D moaz	\$1,712.22
		Total	\$92,911.01

**DISCIPLINE CONSIDERATIONS**

22. To determine the degree of discipline, if any, to be imposed on Respondent Valley Pharmacy, Complainant alleges that on or about June 8, 2010, in a prior action, the Board of Pharmacy issued Citation Number CI 2009 41278 and ordered Respondent to pay a citation fine of \$6,125.00. That Citation is now final and is incorporated by reference as if fully set forth.

23. To determine the degree of discipline, if any, to be imposed on Respondent Hasan, Complainant alleges that on or about June 8, 2010, in a prior action, the Board of Pharmacy issued Citation Number CI 2009 44007 and ordered Respondent to pay a citation fine of \$6,125.00. That Citation is now final and is incorporated by reference as if fully set forth.

24. To determine the degree of discipline, if any, to be imposed on Respondent Valley Pharmacy, Complainant alleges that on or about December 9, 2009, in a prior action, the Board of Pharmacy issued Citation Number CI 2008 39751 and ordered Respondent to pay a citation fine of \$1,750.00. That Citation is now final and is incorporated by reference as if fully set forth.

25. To determine the degree of discipline, if any, to be imposed on Respondent Hasan, Complainant alleges that on or about December 9, 2009, in a prior action, the Board of Pharmacy issued Citation Number CI 2009 42417 and ordered Respondent to pay a citation fine of \$5,000.00. That Citation is now final and is incorporated by reference as if fully set forth.

26. To determine the degree of discipline, if any, to be imposed on Respondent Valley Pharmacy, Complainant alleges that on or about November 25, 2009, in a prior action, the Board of Pharmacy issued Citation Number CI 2007 35402 and ordered Respondent to pay a citation fine of \$5,000.00. That Citation is now final and is incorporated by reference as if fully set forth.

1 27. To determine the degree of discipline, if any, to be imposed on Respondent Hasan,  
2 Complainant alleges that on or about November 25, 2009, in a prior action, the Board of  
3 Pharmacy issued Citation Number CI 2009 42197 and ordered Respondent to pay a citation fine  
4 of \$5,000.00. That Citation is now final and is incorporated by reference as if fully set forth.

5 **PRAYER**

6 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
7 and that following the hearing, the Board of Pharmacy issue a decision:

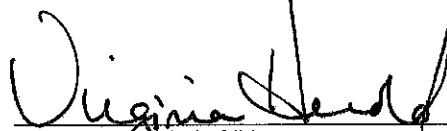
8 1. Revoking or suspending Original Pharmacy Permit Number PHY 46866, issued to  
9 Taoheed Hasan to do business as Valley Pharmacy;

10 2. Revoking or suspending Original Pharmacist License Number RPH 38785, issued to  
11 Taoheed Hasan;

12 3. Ordering Valley Pharmacy and Taoheed Hasan to pay the Board of Pharmacy the  
13 reasonable costs of the investigation and enforcement of this case, pursuant to Business and  
14 Professions Code section 125.3; and

15 4. Taking such other and further action as deemed necessary and proper.

16  
17 DATED: 11/19/13



VIRGINIA HEROLD  
Executive Officer  
Board of Pharmacy  
Department of Consumer Affairs  
State of California  
*Complainant*

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