

IN THE MATTER OF:)
WILLIAM T. ROGERS)
LICENSE NO. 11028)

BEFORE THE NORTH CAROLINA
BOARD OF PHARMACY

AGREEMENT

WHEREAS, William T. Rogers (“Rogers”) possesses a license to practice pharmacy, No. 11028, issued by the North Carolina Board of Pharmacy (“Board”);

WHEREAS, there exists cause for the filing of charges by the Board against Rogers, for violating various provisions of the North Carolina Pharmacy Practice Act related to Rogers’ practice of pharmacy in the State of Alabama;

WHEREAS, Rogers understands that he has the right to have counsel of his choice review and advise him with respect to his rights and this Agreement, and Rogers enters this Agreement after consultation with his counsel or after knowingly and voluntarily choosing not to consult with counsel; and

WHEREAS, the parties, pursuant to North Carolina General Statutes Section 90-85.38(a), have reached an agreement, the terms of which being set forth below, which Rogers understands and agrees will not become effective unless and until approved by the Board.

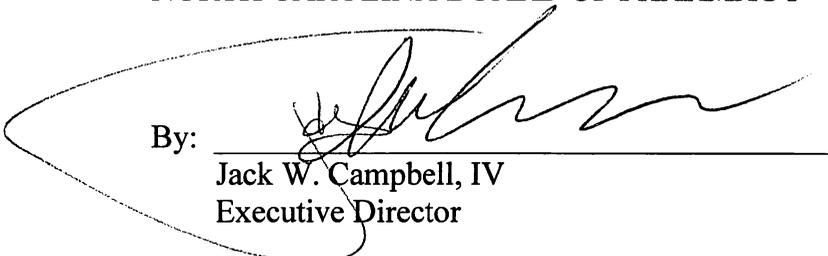
IT IS THEREFORE UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Rogers shall permanently surrender his license to practice pharmacy in the State of North Carolina.
2. Rogers shall never again practice or seek to practice pharmacy in the State of North Carolina, to include seeking licensure or reinstatement of his license.
3. Rogers shall never own in whole or in part or seek ownership in whole or in part of any pharmacy in the State of North Carolina.
4. In consideration of Rogers’ representations in paragraphs (1), (2) and (3) above, the Board shall not initiate or seek any disciplinary proceedings.
5. Rogers acknowledges that he voluntarily waives his rights pursuant to the North Carolina Pharmacy Practice Act and North Carolina Administrative Procedure Act, including, but not limited to, a statement of charges and a notice of hearing before the Board, the right to counsel, the right to a hearing, the right to cross-examine witnesses who may testify against him, the right to introduce evidence on his own behalf and the right to judicial review, appeal or challenge in any way of this Agreement.

6. Rogers acknowledges and agrees that he has read this Agreement and that he fully understands the terms, conditions and contents of the same. Rogers acknowledges and agrees that he voluntarily and of his own free will accepts the terms and conditions set out in this Agreement and is signing this Agreement on the advice of his attorney or after knowingly and voluntarily choosing not to consult with counsel.

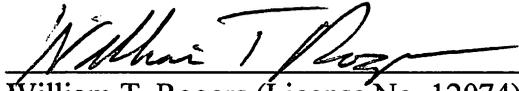
Dated this the 20th day of February, 2012.

NORTH CAROLINA BOARD OF PHARMACY

By: 

Jack W. Campbell, IV
Executive Director

ACCEPTED AND CONSENTED TO BY:

 Date 2/8/12
William T. Rogers (License No. 12074)

ALABAMA

Jefferson COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that the following person personally appeared before me this day, and acknowledged the due execution of the foregoing document: William T. Rogers.

Date: 2/8/12


Notary Public

My commission expires: May 10, 2014