

months of the docketing of the Consent Order. Additionally, Respondent agreed to pay a fine of \$1,000.00 within one year. The basis of the Consent Order was Respondent's failure to complete the required 18 hours of continuing education and her apparent misrepresentation on her 2009 renewal application, where she answered that she had completed the required continuing education.¹ Additionally, in the Consent Order, Respondent admitted that in connection with the business at College Optical Express, M [REDACTED], her husband, held himself out as eligible to practice optometry in advertisements and used the credentials O.D. after his name, despite the fact that he was not licensed. Respondent also admitted that "it appear[ed] that [she] aided or assisted Michael D. Acker, II in the unlicensed practice of optometry . . . and placed her license at the disposal . . . of an unlicensed person."² (Ex. P-2.)

3.

While Respondent did timely complete the two hours of continuing education required by the Consent Order, she did not submit documentation of her successful completion of the two hours within six months of the docketing of the Consent Order. Nor did she pay the \$1,000.00 fine within one year. In fact, to date she has not paid the fine. Respondent testified that she did not pay the fine because she was having financial difficulties. However, she acknowledged that she should have made attempts to pay installments or communicated her difficulties with the Board. (Tr. 84-85, 87, 91, 127, 131, 132; R-1, P-4; Matters Asserted, ¶5; Response to Matters Asserted, ¶5.)

¹ At the hearing, Respondent testified that she misunderstood the time frame within which she had to complete the continuing education. (Tr. 126.)

² The Consent Order also states that "Respondent was under the mistaken impression that M [REDACTED] could practice optometry in the State of Georgia under her license."

4.

Mr. [REDACTED] has been the general manager of Respondent's practice since it opened in 2008. Respondent's practice was initially located on the Georgia Tech Campus, at 350 Ferst Dr., Atlanta, GA. When they acquired the practice it was called College Optical Express. Several months later they changed the d.b.a. name to Tech Optical Express.³ Approximately, one year before the practice closed that location, the landlord (i.e. Georgia Tech), began showing them other locations. Mr. A [REDACTED] was under the impression that the university wanted to use the space for something else. However, later the university told them that it had received complaints from some of the patients. In the beginning of May 2013, the university informed the practice that it decided not to continue its contract. According to Mr. A [REDACTED], the practice had less than thirty days to vacate. The practice closed at the Georgia Tech location on May 25, 2013 and they were completely out by May 31, 2013. Prior to leaving the Georgia Tech location, Mr. A [REDACTED] testified that they placed a sign in the window with a new phone number at the end of May. Additionally, he asserts that they sent out an email to patients in May of 2013 to notify them that they were moving from the Georgia Tech location; however, he acknowledges that they may not have sent the email to all of their patients. (Tr. 97-100; 114.)

5.

The practice had a website located at techopticalexpress.com from approximately 2009 through December 2013. A former staff member created a Facebook page for the practice in 2012. At the time the practice closed the Georgia Tech location, Mr. A [REDACTED] did not use the website or Facebook page to notify patients about the move. (Tr. 100, 122-23.)

³ The actual name of the business entity is University Vision Center, LLC.

6.

Mr. A [REDACTED] claimed that his efforts to notify patients of the move were hampered because at the end of May 2013, they no longer had access to their primary email address ([REDACTED]@mail.gatech.edu) and their primary phone number. The email address and phone number were issued and owned by the university. Additionally, Mr. A [REDACTED] asserted that his efforts to contact patients were hampered because the practice no longer had access to the university's information system which had student contact information, despite the fact that the practice had its own patient information software. (Tr. 100-101.)

7.

Approximately a year before the Georgia Tech location closed, Respondent and Mr. A [REDACTED] opened a satellite office at 1513 East Cleveland Avenue ("East Point Office"). That practice operated under the name of University Vision Center. The East Point Office closed on August 31, 2013, because it was not performing well. At that time, they did not have another location. Therefore, they boxed everything up and put it in storage. (Tr. 103-105.)

8.

Around the time that the East Point Office closed, Respondent and Mr. A [REDACTED] had glasses or contacts for approximately 200 patients.⁴ In an effort to contact the patients, Mr. A [REDACTED] gave his cell phone number to the Georgia Tech property manager and asked her to give it to anyone trying to contact the practice. He also created a new email address so patients could contact the practice.⁵ Mr. A [REDACTED] made multiple trips to the Georgia Tech campus to deliver glasses and

⁴ Prior to the closure of the East Point Office, the practice hired a Georgia Tech student part-time to notify patients that the practice had their materials (i.e., glasses or contact lenses). The student did this from the East Point Office. (Tr. 107-08.)

⁵ According to Mr. A [REDACTED] the practice had the following email addresses: [REDACTED]@mail.gatech.edu; [REDACTED]@gmail.com; u[REDACTED]@gmail.com. As noted above, the practice did not have access to the [REDACTED]@mail.gatech.edu address after May 2013. Mr. A [REDACTED] could not pinpoint at what time he created the other email addresses. (Tr. 119-121.)

contacts to students and faculty. He also asserted that the difficulty in getting the glasses or contacts to some patients was related to problems with the vendors. Specifically, he asserted that some items were delivered to the Georgia Tech location and returned to the manufacturers, because the practice was no longer at that location. He then had to track down the orders and ask that they be shipped to the East Point Office. However, because they did not have someone at that location every day, there were times when no one was there to receive the shipment. (Tr. 105-06.)

9.

Respondent re-opened her practice in October 2013, at 1188 Ralph David Abernathy. The practice is operated under the name of University Vision Center. Currently, the practice does not have a website. (Tr. 105, 123.)

10.

K.R. was one of Respondent's patients. Respondent conducted K.R.'s eye examination in January 2013 at the Georgia Tech location. At that time, Respondent did not provide K.R. with anything in writing concerning her availability during non-office hours. After the examination, K.R. had a few follow-up visits to assess the fit of her contact lenses. K.R. placed an order for contact lenses on May 7, 2013. K.R. expected that she would receive a call to pick up her contact lenses within two weeks or seven to ten business days. She did not receive such a call.⁶ At some point after the two weeks passed, K.R. contacted Respondent's office to inquire about her contact lenses. The young woman who answered the telephone told her that they tried to contact her and because she did not come to pick up her contacts, they were sent back. K.R. told the young woman that she had not received a phone call or any message that her contact lenses had arrived. The young woman told her that they would have to reorder her contact

lenses. Again, K.R. expected that she would receive her contact lenses within seven to ten business days of the date they were reordered. She did not receive her contact lenses within that time frame. (Tr. 64-67, 111.)

11.

K.R. then tried to contact Respondent's office, but the phone was disconnected. She believed that Respondent's practice had moved. On her previous visit, she recalled seeing a sign on the door stating that the practice would be moving by a certain date and the location to where it would be moving.⁷ She does not recall seeing any phone numbers on the sign. At the time, the fact that the practice was moving did not concern her because she believed that she would have received her contact lenses before the practice moved. Around July 2013, K.R. attempted to contact the practice via email. She used the email address that she had obtained from the website previously when she had made appointments. She received no response from the email. She then Googled M [REDACTED]'s name. She found a Facebook page for College Optical and left messages on the Facebook page. She saw others posting messages regarding problems obtaining their contact lenses. She also tried emailing Mr. A [REDACTED] directly through the Facebook page. In addition, she emailed auxiliary services at the Georgia Tech student center regarding her difficulties. Auxiliary services informed her that they were having similar difficulties contacting the practice, but eventually they did contact someone from the practice. K.R.'s last communication with auxiliary services was on October 8, 2013. By that point she still had not received her contact lenses and she thought that the practice had "skipped town." She was

⁶ K.R.'s phone number and address did not change between January 2013 and May 2013.

⁷ Apparently, this was a sign placed by the university, not the sign placed by Respondent. The sign placed by the university showed the address of a new location around the corner from the campus. The practice had planned to move to that location. However, it did not move to that location because the repairs would have been too costly. The sign placed by Respondent only provided a telephone number. (Tr. 100-101.)

frustrated and wanted either her money back or her contact lenses. A portion of her contact lenses had been paid by her insurance (\$150.00) and she paid \$80.00 out of pocket. (Tr. 67-72.)

12.

At some point, through a Google search, she found another office for the practice in East Point. She tried calling that location, but the phone number did not work. She also tried calling businesses in the area of the East Point Office. She reached another doctor's office in the area and was told by a young woman that Respondent's East Point Office had closed. On October 15, 2013, K.R. emailed the practice again at t [REDACTED]@gmail.com. She received a response to her email on October 29, 2013, informing her that the practice had had tremendous delays, they had to redo some paperwork, and they would have her contacts shortly. Because she still had not received her contact lenses, she sent another email on November 5, 2013 requesting an update. Finally, in November she received an email indicating that her contact lenses had arrived. When K.R.'s mother picked up the contact lenses, she was given a six-month supply even though K.R. had ordered a year's supply. The contacts she received were samples or trial lenses. Between May 2013 and November 2013, K.R. went without contact lenses. She had to use some eyeglasses that were about four years old. (Tr. 73-76.)

13.

In January of 2014, K.R. emailed the practice inquiring about the balance of her order. Around January 24, 2014, she received a generic email from University Vision Center stating that the practice had moved. She also received an email from M [REDACTED] A [REDACTED] near the end of January confirming what was missing from her order. K.R. finally received the balance of her order on March 4, 2014. It was shipped to her work address. (Tr. 77.)

14.

A.P. was one of Respondent's patients. When she first became a patient, A.P. does not recall Respondent advising her regarding Respondent's availability during non-office hours. Her last visit with Respondent was on July 8, 2013, at the East Point Office. At that time Respondent conducted an eye examination and A.P. ordered a year's supply of contact lenses. When she ordered the contact lenses she expected that the contacts would be shipped to the practice and they would, in turn, mail them to her.⁸ She expected to receive her contact lenses within two to three weeks. Her expectations were based on her conversation with M [REDACTED] A [REDACTED]. A.P. did not receive the contact lenses she ordered within two to three weeks. Rather, within two weeks of ordering her contact lenses, she received three free trial pairs. There was no explanation why she was receiving these. They were marked as "free trial pairs, not for resale." (Tr. 19- 23.)

15.

Between the end of July and late August 2013, A.P. called Respondent's practice to find out why she received the three free trial pairs of contact lenses and when she could expect to receive her full order. On some occasions, she reached a receptionist who told her that she would take a message and have someone call her. On some occasions, she reached an answering service that took a message. On at least one occasion, she heard a recording from the phone company saying that the number had been disconnected. When A.P. did not receive any return phone calls, she sent a couple emails to the "U Vision Center" email address. She found the email address on the practice's business card. Through late August, A.P. did not receive any responses to her calls or emails. (Tr. 24-26.)

⁸ At the time of her July 2013 eye exam, A.P. had no knowledge about the possibility of the practice moving from that location. (Tr. 21.)

16.

Thereafter, around the first or second week of September 2013, A.P. drove to the East Point Office. It was dark and appeared to be locked up. There was no sign with contact information for Respondent. There was only a sign providing contact information for the property manager. She went to the café next door to inquire about the practice. Someone at the café told her that the practice had moved out a couple weeks ago. At that point, because the office was closed and the phone number was disconnected, A.P. believed that she was never going to receive her contact lenses. (Tr. 25-27.)

17.

Around mid-September A.P. went to the University Vision Center's Facebook page. Based on what she saw, she posted a message about her difficulties in getting her contact lenses and she contacted her insurance company. She informed her insurance company of her belief that her eye doctor had "closed up shop and disappeared." She was seeking guidance from the insurance company about what to do next. (Tr. 27-29.)

18.

On September 23, 2013, A.P. received an email from University Vision Center/Tech Optical Express, which stated "We're aware many of you are . . . still awaiting your contact lenses. We've been trying to keep in touch with thousands of patients since the student center location closed in May." This email was from a different email address than the one A.P. emailed in or about August 2013. The email further stated, "Please resupply your shipping address and we will try to get you your order before the end of this month." In response to that email, A.P. replied with her name, address and the specifics of her original order. (Tr. 30-31.)

19.

A.P. did not receive an immediate response to her reply to the September 23, 2013 email. Rather, on March 3, 2014, she received an email from the "U Vision Center" email address which was the email address that she originally emailed in or about August 2013. The email stated, "Hello Ms. Parker, we have contact lenses that have been returned to us undeliverable.⁹ Please reply to this email with your address. If there is an apartment number, please add it, also." A.P. replied with her address, even though her address has not changed in eight years.¹⁰ On March 5, 2014, A.P. finally received her contact lenses. After using the three free trial pairs of contact lenses, and before she received her full year's supply of contact lenses in March of 2014, A.P. had to purchase contact lenses at Costco and pay out of pocket for them. A.P. acknowledged that she has been generally satisfied with Respondent's care as a medical provider. However, she has always been dissatisfied with the administrative part of the practice. (Tr. 31-33, 41, 42, 46, 48.)

20.

A.S. was one of Respondent's patients. He first began seeing Respondent in 2011. His last visit to Respondent's office was on August 3, 2013.¹¹ When he visited the office in August of 2013, there was no indication that the practice would be moving. During the August visit, Respondent conducted an eye examination and A.S. ordered three boxes of contact lenses (a half year's supply). A.S. had vision insurance. It covered part of the examination and the three boxes of contact lenses. He had a \$20.00 copay for the exam. To order his contact lenses, A.S. communicated with M [REDACTED] A [REDACTED]. Specifically, he gave Mr. A [REDACTED] his \$20.00 copay and Mr.

⁹ A.P.'s building has package boxes. If she is not around to sign for a package, it goes into the package box. Additionally, the contact lenses came through the U.S. Mail. No signature was required. (Tr. 48.)

¹⁰ A.P. also received a postcard from Respondent with the new office address. She believes she received the postcard in 2014. (Tr. 33-34.)

A [REDACTED] asked A.S. for his address. Mr. A [REDACTED] told A.S. that his contact lenses would be mailed to him and that he should receive them in a week to a week and a half. A.S. did not receive his contact lenses in a week and a half. (Tr. 50-53.)

21.

When he did not receive the contact lenses, A.S. called the practice. He spoke with Mr. A [REDACTED] who told him that “they were having some issues.” Mr. A [REDACTED] further told A.S. that he should expect his contact lenses to arrive within another week and a half. After another week and a half passed and he did not receive the contact lenses, A.S. began calling the practice. He called multiple times. The phone either continued to ring with no answer, or he heard a busy signal, or he heard a message that the number had been disconnected. He had consulted the practice’s website and Facebook page to find phone numbers. He found two different phone numbers, but he was not able to reach anyone at either phone number. (Tr. 54-55.)

22.

A.S. is an employee of the Georgia Tech student center and he is familiar with the retail manager of the student center. When he was unable to reach Respondent’s practice with the two phone numbers he could find, he asked the retail manger if she had a contact number. In about mid-September the retail manager gave him Mr. A [REDACTED]’s cell phone number. A.S. called Mr. A [REDACTED]’s cell phone number, but he never was able to speak with him. A.S. did leave a message on Mr. A [REDACTED]’s cell phone, but Mr. A [REDACTED] never returned his call. Prior to this, A.S. had attempted to contact the practice by sending an email, but he did not receive a response. (Tr. 55-56.)

¹¹ Based on other testimony and the chronology of the office locations provided by Michael A [REDACTED], it appears that A.S. was seen at the East Point office.

23.

Additionally, A.S. put a message on the practice's Facebook page, after he saw other people had posted messages about their difficulties receiving their materials. He also posted Mr. A [REDACTED]'s cell phone number on the practice's Facebook page. (Tr. 56.)

24.

On or about September 23, 2013, A.S. received what appeared to be a mass email from the practice. The email stated, "We realize a lot of you are having trouble receiving your contact lenses. There have been some delays on our end. We're very sorry about this. There have been some people that have said that they haven't received contact lenses, but then we realized that they actually had received them, so they had received a double order." A.S. had not received a double order. In fact, he had not received his contact lenses at all. The email further stated, "If you haven't received your contacts, please email us at this address with your address and contact information so that we can send you the boxes."¹² A.S. replied to the email as directed. He did not receive a response to or acknowledgement of his email. So, he sent another email asking if they received his message. He did not receive a response to his follow-up email. (Tr. 57-59.)

25.

Thereafter, A.S. continued to ask the retail manger if she had any information regarding the A [REDACTED]. Around early to mid-October, the retail manager told him that the A [REDACTED] had relocated and she gave him a phone number for that location. He called the phone number and never reached anyone. On March 3, 2014, A.S. received his contact lenses in the mail. (Tr. 58-59, 61.)

¹² In the September 23, 2013 email, there was also a reference to the effect that "[t]he last location didn't work out." (Tr. 59.)

Conclusions of Law

1.

The Board seeks the revocation or suspension of Respondent's optometry license. Accordingly, the Board bears the burden of proof. Ga. Comp. R. & Regs. 616-1-2-.07. The standard of proof is a preponderance of the evidence. Ga. Comp. R. & Regs. 616-1-2-.21.

2.

Georgia Code Section 43-1-19 is the general licensing and disciplinary statute that pertains to professional licensing boards.¹³ It states, in pertinent part, that the Board has the authority to discipline a licensee, upon a finding that the licensee has:

(6) Engaged in any unprofessional, immoral, unethical, deceptive, or deleterious conduct or practice harmful to the public, which conduct or practice materially affects the fitness of the licensee or applicant to practice a business or profession licensed under this title, or of a nature likely to jeopardize the interest of the public, which conduct or practice need not have resulted in actual injury to any person or be directly related to the practice of the licensed business or profession but shows that the licensee or applicant has committed any act or omission which is indicative of bad moral character or untrustworthiness; unprofessional conduct shall also include any departure from, or the failure to conform to, the minimal reasonable standards of acceptable and prevailing practice of the business or profession licensed under this title;

* * *

(8) Violated a *statute*, law, or any *rule* or regulation of this state, . . . , the professional licensing board regulating the business or profession licensed under this title, . . . , which statute, law, or rule or regulation relates to or in part regulates the practice of a business or profession licensed under this title, when the licensee . . . knows or should know that such action is violative of such statute, law, or rule; or violated a *lawful order of the board* previously entered by the board in a disciplinary hearing, *consent decree*, or license reinstatement; . . .

O.C.G.A. § 43-1-19(a)(6), (8) (emphasis added).

¹³ See O.C.G.A. § 43-1-1(3) (defining professional licensing boards); see also O.C.G.A. § 43-30-5 (describing the authority of the State Board of Optometry).

3.

Similarly, Georgia Code section 43-30-9(a), which is the specific licensing and disciplinary statute for the optometry profession, states, in pertinent part, as follows:

The board . . . may revoke its certificate of registration issued to any person who is not of good moral character, or who commits an act involving moral turpitude, or who is guilty of unprofessional conduct.

O.C.G.A. § 43-30-9(a).

4.

Pursuant to Board Rule 430-4-.01(2) "unprofessional conduct" includes, *inter alia*, the following acts:

(k) Performing any dishonorable, unethical or unprofessional conduct likely to deceive, defraud or harm the public;

* * *

(m) Violating, attempting to violate, or conspiring to violate any provisions of the laws or rules pertaining to the practice of optometry in this State;

(n) Failing to provide adequate safeguards against patient abandonment. For purposes of this Rule, an optometrist shall be deemed to have provided such safeguards if he/she:

1. makes himself/herself available for twenty-four (24) hour access;
2. arranges alternative coverage by a licensed practitioner or other appropriate healthcare facility; or
3. advises prospective patients, in writing, at that time of their first visit that it is his/her policy not to be available during non-office hours;

Ga. Comp. R. & Regs. 430-4-.01(2)(k), (m), (n) (1)–(3).

Violations

5.

Respondent violated the Consent Order when she failed to timely submit documentation of her continuing education. Additionally, she violated the Consent Order when she failed to pay

the \$1,000.00 fine within the specified one year time period. In fact, more than two and a half years have passed since the Consent Order was docketed and Respondent has yet to pay the fine. Accordingly, Respondent violated Georgia Code section 43-1-19(a)(8) when she violated the Consent Order, which was a lawful order of the Board.

6.

Respondent also engaged in unprofessional conduct when she failed to provide adequate safeguards against patient abandonment. Respondent chose to delegate the running of her practice to her husband; a task clearly beyond his abilities. When the practice received notice that it would be required to vacate the Georgia Tech location, Respondent and Mr. A [REDACTED] failed to ensure it had contact information for all of the practice's patients prior to leaving the Georgia Tech location. Mr. A [REDACTED] acknowledged that the practice had its own software, but clearly the practice relied heavily on access to the Georgia Tech information system. Once it no longer had access to that system, it was cut off from patient information. Instead of making excuses, Respondent should have been more diligent in gathering patient contact information prior to leaving Georgia Tech.

7.

Respondent failed to adequately notify her patients that the practice was moving from the Georgia Tech location and, subsequently, the East Point Office. While some attempts were made to notify patients of the Georgia Tech move, Mr. A [REDACTED] acknowledged that they may not have notified all of their patients. With regard to the move from the East Point Office, there appears to have been little to no effort to notify patients that the office was closing.

8.

Respondent had a website and a Facebook page that could have been a source of

information for her patients. However, Respondent and Mr. A [REDACTED] failed to take advantage of those resources to keep Respondent's patients apprised of their whereabouts.

9.

Respondent and Mr. A [REDACTED] asserted that they created additional email addresses, when they longer had access to the Georgia Tech email address. They also asserted that they made Mr. A [REDACTED]'s cell phone number available to patients. These could have been reasonable efforts to keep in contact with patients, if Mr. A [REDACTED] had responded to communications from patients through those avenues. The evidence shows that, in several instances, patient emails to those alternative email addresses and messages on Mr. A [REDACTED]'s cell phone went unanswered.

10.

The efforts made by Respondent and Mr. A [REDACTED] to maintain contact with patients were haphazard, inconsistent, and fell woefully short of guarding against patient abandonment. Accordingly, the Board has established that Respondent engaged in unprofessional conduct in violation of Georgia Code sections 43-1-19(a)(6) and 43-30-9(a) when she failed to provide adequate safeguards against patient abandonment. O.C.G.A. §§ 43-1-19(a)(6), 43-30-9(a); Ga. Comp. R. & Regs. 430-4-.01(2)(n).

Sanction

11.

Pursuant to Georgia Code Section 43-1-19(d), when the Board finds that a licensee should be disciplined, it may suspend (for a definite or indefinite period), revoke, limit, or restrict a license as it deems necessary for the protection of the public; administer a public or private reprimand; make an adverse finding but withhold imposition of judgment; or impose the judgment but suspend the enforcement of such judgment and place the licensee on probation.

Further, the Board may vacate any probation if the licensee fails to comply with reasonable terms imposed by the Board. O.C.G.A. § 43-1-19(d), (e). Finally, the Board may impose a fine of up to \$500 for each violation of law, rule or regulation, or collect fees in a reasonable amount to reimburse the Board for administrative and legal costs incurred in conducting an investigation or disciplinary proceeding. O.C.G.A. § 43-1-19(d)(7), (8).

12.

Respondent violated Georgia Code sections 43-1-19(a)(6), (8) and 43-30-9(a), and Board Rule 430-4-.01(2)(n). This conduct constitutes sufficient grounds to sanction Respondent's optometry license. Petitioner seeks revocation of Respondent's license or a suspension with subsequent probation.

13.

In considering which sanction is appropriate, the undersigned has considered several factors, including the absence of any complaints related to Respondent's direct care of her patients, the lack of any physical injuries to her patients, and the fact that her patients ultimately received their contact lenses, albeit seven to ten months after they were ordered. For these reasons, the undersigned concludes that revocation is too harsh a sanction. Nevertheless, Respondent's absolute failure to pay the fine in the Consent Order, her lack of diligence in communicating with the Board, the extreme difficulties that her patients had in tracking down the practice, the extensive delay in her patient's receiving their contact lenses, the failure to put adequate measures in place to maintain communication with her patients, and the failure to respond to the voicemail and answering service messages and emails from her patients are troubling. Accordingly, the undersigned concludes that Respondent's actions warrant a suspension of her license to practice optometry and a subsequent probationary period.

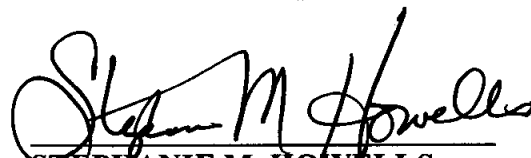
ORDER

This tribunal has decided that Respondent's license to practice optometry in the State of Georgia should be **SUSPENDED indefinitely**, and thereafter placed on **PROBATION for a period of one (1) year**, with the following terms and conditions:

(a) Respondent's license shall be **SUSPENDED indefinitely** until Respondent pays the \$1,000.00 fine required by the August 2011 Consent Order, **and** Respondent submits and the Board approves a Plan of Correction to guard against patient abandonment. The plan must, at a minimum, describe how patient contact information will be collected and maintained, how Respondent will maintain contact with her patients should the practice move, what measures Respondent will take to improve the management of her practice, and the name of the person or persons to whom she has delegated the management of her practice. Once Respondent pays the fine and the Board approves the Plan of Correction, Respondent may petition the Board to lift the suspension of her license.

(b) Upon the lifting of the suspension, Respondent's license shall be on **PROBATION for a period of one year**. The probation may be revoked if the Board receives more than one credible patient complaint that Respondent has failed to timely provide the patient's eye glasses or contact lenses or has failed to timely communicate any legitimate and verifiable problems with fulfilling the patient's order, Respondent has failed to timely respond to patient inquiries, or Respondent has failed to provide patient's with sufficient avenues to contact Respondent.

SO ORDERED on this 30th day of June, 2014.


STEPHANIE M. HOWELLS
Administrative Law Judge