

1 **BEFORE THE ARIZONA STATE BOARD OF OPTOMETRY**

2  
3 IN THE MATTER OF:

Case No.: 202503

4 **Jordan Bluth, O.D.,**  
5 **License No. OPT-002233**

**CONSENT AGREEMENT**  
**AND ORDER**

6 FOR THE PRACTICE OF OPTOMETRY  
7 IN THE STATE OF ARIZONA;  
8 RESPONDENT

9  
10 In the interest of a prompt and speedy settlement of the above captioned matter,  
11 consistent with the public interest, statutory requirements and responsibilities of the  
12 Arizona State Board of Optometry (“Board”), and pursuant to A.R.S. § 32-1744, Jordan  
13 Bluth, O.D. (“Respondent”), holder of License No. OPT-002233, and the Board enter into  
14 this Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent  
15 Agreement”) as a final disposition of this matter.

16 **RECITALS**

17 Respondent understands and agrees that:

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

21 2. Respondent has the right to a formal administrative hearing at which  
22 Respondent can present evidence and cross examine the State’s witnesses. Respondent  
23 hereby irrevocably waives their right to such formal hearing concerning these allegations  
24 and irrevocably waives their right to a hearing, rehearing and judicial review relating to  
25 the allegations contained in this Consent Agreement. Respondent has the right to consult  
26 with an attorney prior to entering into this Consent Agreement.

1           3.     Respondent acknowledges and agrees that upon signing this Consent  
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke  
3 their acceptance of this Consent Agreement or make any modifications to it. Any  
4 modification of this original document is ineffective and void unless mutually approved  
5 by the parties in writing.

6           4.     The findings contained in the Findings of Fact portion of this Consent  
7 Agreement are conclusive evidence of the facts stated herein between only Respondent  
8 and the Board for the final disposition of this matter and may be used for purposes of  
9 determining sanctions in any future disciplinary matter.

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

18          6.     Respondent acknowledges and agrees that the acceptance of this Consent  
19 Agreement is solely to settle this Board matter and does not preclude the Board from  
20 instituting other proceedings as may be appropriate now or in the future. Furthermore,  
21 and notwithstanding any language in this Consent Agreement, this Consent Agreement  
22 does not preclude in any way any other state agency or officer or political subdivision of  
23 this state from instituting proceedings, investigating claims, or taking legal action as may  
24 be appropriate now or in the future relating to this matter or other matters concerning  
25 Respondent, including but not limited to violations of Arizona's Consumer Fraud Act.  
26 Respondent acknowledges that, other than with respect to the Board, this Consent  
27 Agreement makes no representations, implied or otherwise, about the views or intended

1 actions of any other state agency or officer or political subdivision of the state relating to  
2 this matter or other matters concerning Respondent. Respondent further waives any and  
3 all claims or causes of action, whether known or unknown, that Respondent may have  
4 against the State of Arizona, the Board, its members, officers, employees and/or agents  
5 arising out of this matter.

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

10 8. Respondent further understands that any violation of this Consent  
11 Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-1743(A)(10) and  
12 may result in disciplinary action pursuant to A.R.S. § 32-1744 after affording Respondent  
13 notice and an opportunity to be heard.

14 9. The Board therefore retains jurisdiction over Respondent and may initiate  
15 disciplinary action against Respondent if it determines that Respondent has failed to  
16 comply with the terms of this Consent Agreement or of the optometric practice act.

17 10. This Consent Agreement shall be effective on the date of entry below. The  
18 Board issues the following Findings of Fact, Conclusions of Law and Order:

19 **FINDINGS OF FACT**

20 1. Respondent is the holder of License No. OPT-002233, for the practice of optometry in  
21 the State of Arizona.

22 2. Patient DH, a 69-year-old female, experienced a retinal detachment after cataract  
23 extraction in the left eye. Surgery was performed on December 11, 2023, by a cataract surgeon.  
24 Patient's left eye was the only good seeing eye at the time; OD was S/P complicated RD repair  
25 and was NLP.  
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1           3. On or around December 12, 2023, Patient DH was seen by Respondent for follow up  
2 from cataract surgery; vision OS dva sc 20/400 and pinhole 20/200. Patient DH had plus 2  
3 unspecified corneal edema.

4           4. On or about December 13, 2023, Patient DH, contacted the clinic to report her vision  
5 had deteriorated from the day prior. Another provider in the practice was contacted and  
6 discussed Patient DH's concerns with her.

7           5. On or around December 15, 2023, Patient DH contacted the clinic to report she had  
8 fuzzy vision and had headaches. An appointment was scheduled for December 18, 2023.

9           6. On or about December 18, 2023, Patient DH was seen one-week post-op, her OS  
10 vision was 20/150 Patient DH showed pinhole no improvement. She complained of new onset  
11 black dots in the left eye and reported that on Saturday she got adhesive in her eye. Dilation was  
12 done by the technician but no posterior retinal exam was performed; her retina was not examined  
13 at this time.  
14

15           7. On or about December 26, 2023, patient DH contacted the clinic to request another  
16 sample of the medication she was given on December 18, 2023. No new complaints were  
17 reported at this time.  
18

19           8. On or about January 2, 2024, Patient DH was seen by another provider in the same  
20 practice. Her vision was 20/250 with no pinhole improvement. No dilation and no posterior  
21 exam were performed. The patient was concerned about losing her vision.  
22

23           9. On or about January 8, 2024, Patient DH was seen nearly four weeks post-op with OS  
24 dva sc LP. She reported further vision loss, and on that Saturday, her vision was split and she  
25 was seeing a lot of floaters. No dilation was performed, and Respondent was unable to visualize  
26 the back of the eye. Respondent did not order immediate further testing. Respondent  
27

1 recommended that the patient be seen by retina for further evaluation. Patient DH was seen by  
2 retina on January 10, 2024 and surgery was performed on January 11, 2024.

3 10. On or about July 27, 2024, Charles Mayron, M.D., Patient DH's retinal surgeon,  
4 submitted a complaint to the Board alleging that the post operative care given by Respondent  
5 after Patient DH's cataract surgery did not meet the Standard of Care. Respondent neglected to  
6 address signs and symptoms of retinal complication following cataract extraction; this delay led  
7 to vision loss on behalf of DH. Specifically, Dr. Mayron alleged that Patient DH had retinal  
8 complaints requiring a posterior exam but none was performed by Respondent. He also noted  
9 that there was a significant delay in diagnosis and subsequent treatment of a retinal detachment  
10 in the patient's only seeing eye due to inaction on behalf of Respondent.

11  
12 11. On or about September 17, 2024, Respondent submitted a written response to the  
13 Board and the treatment record for Patient DH from September 9, 2021 through March 1, 2024.

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15 **CONCLUSIONS OF LAW**

16 1. The Board has jurisdiction over Respondent pursuant to  
17 A.R.S. §32-1701 et seq. and the rules promulgated by the Board relating to Respondent's  
18 professional practice as a licensed optometrist.

19 2. The conduct and circumstances described in the Findings of Fact constitute  
20 a violation of A.R.S. §32-1701(8)(g); any conduct or practice, including incompetency,  
21 that constitutes a danger to the health, welfare or safety of patients or the public.

22 3. The conduct and circumstances described in the Findings of Fact constitute  
23 a violation of A.R.S. §32-1701(8)(o); conduct that discredits the profession.

24 4. The conduct and circumstances described in the Findings of Fact constitute  
25 a violation of A.R.S. §32-1743(A)(11); violating any of the rules adopted by the board  
26 pursuant to this chapter, specifically A.A.C. R4-21-304; Vision Examination Standards;  
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1 A licensee shall conduct an eye examination in accordance with the standards of care  
2 prevalent in the community and consistent with current industry practice.

3 5. The conduct and circumstances described in the Findings of Fact constitute  
4 a violation of A.R.S. §32-1761; an optometrist licensed pursuant to this chapter and  
5 providing service to any person shall refer such person to a physician licensed pursuant to  
6 chapter 13 or 17 of this title when such optometrist finds an indication of the presence of  
7 a disease or condition of the eye requiring treatment outside the scope of practice of the  
8 profession of optometry as defined in section 32-1701.

9 **ORDER**

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

12 1. Suspension of License: As of the effective date of the Consent Agreement,  
13 Respondent's License No. OPT-002233 shall be suspended for fourteen (14) consecutive  
14 days. During the period of suspension, Respondent shall not practice optometry under his  
15 license pursuant to A.R.S. §32-1701 *et seq.* and the rules promulgated by the Board.  
16 Violation of this term shall constitute noncompliance with the consent agreement and  
17 order and subject Respondent to additional disciplinary action.

18 2. Probation: Following the 14-day period of suspension, Respondent's  
19 License No. OPT-002233, shall be placed on probation for a period of 12 months. During  
20 the 12-month period of probation Respondent shall comply with the following terms and  
21 conditions.

22 3. Civil Penalty: Respondent is assessed and shall pay a civil penalty of \$5,000  
23 pursuant to A.R.S. §32-1743 and A.R.S. §32-1744(D)(3). Respondent shall pay, to the  
24 Arizona State Board of Optometry, the civil penalty in full by way of a cashier's check or  
25 money order within the probationary term of this Order.  
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