



MINUTES OF THE JUNE 5 - 6, 2023
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, June 5, 2023

10:14 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, *Vice President*; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Absent: Mindy Ferris, RPh; Jason George, RPh (military leave); and Christine Pfaff, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Joe Koltak, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

10:15 a.m. The Board heard the Oral Address for a Medical Marijuana Dispensary in the Matter of **Sizzle Cannabis, LLC (A-2022-0223)**.

10:39 a.m. Mr. Miller presented a resolution for Danna E. Droz, *NABP Prescription Monitoring Program Liaison*.

R-2023-0390 Mr. Miller moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

DANNA DROZ – Resolution

WHEREAS, Danna E. Droz, has shown exemplary judgment, dedication, and commitment to the profession of pharmacy and to the advancement of Ohio's prescription drug monitoring program and similar programs throughout the country;

WHEREAS, the Board recognizes that Danna E. Droz was instrumental in the development and successful operation of two prescription drug monitoring programs, the Kentucky All Schedule Prescription Electronic Reporting System and the Ohio Automated Rx Reporting System;

WHEREAS, the Board recognizes Danna E. Droz's exemplary service to the National Association of Boards of Pharmacy, which significantly contributed to the expansion of interstate data sharing among prescription drug monitoring programs;

BE IT RESOLVED that we, the undersigned Members of the State of Ohio Board of Pharmacy, in the Board's one-hundred thirty-ninth year, do hereby express our profound appreciation to Danna E. Droz for her dedication and service to the Board, prescription drug monitoring programs, and the citizens of Ohio;

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the State of Ohio Board of Pharmacy and a copy presented to:

Danna E. Droz, JD, RPh

On this 5th day of June 2023

at the State of Ohio Board of Pharmacy, Columbus, Ohio

10:41 a.m.

Mr. Miller presented a resolution for Ernest E. Boyd, *Executive Director, Ohio Pharmacists Association*.

R-2023-0391

Mr. Miller moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

ERNIE BOYD – Resolution

WHEREAS, ERNEST E. BOYD, the Executive Director of the OHIO Pharmacists Association, has shown exemplary judgment, dedication, and commitment to the profession of pharmacy and to the Citizens of the State of Ohio;

WHEREAS, the Board recognizes that Ernest E. Boyd's unwavering commitment to the Ohio Pharmacists Association for the past 34 years

has significantly contributed to the advancement of the practice of pharmacy in this state;

BE IT RESOLVED that we, the undersigned Members of the State of Ohio Board of Pharmacy, in the Board's one-hundred thirty-ninth year, do hereby express our profound appreciation to Ernest E. Boyd for his dedication and service to the Board and the citizens of Ohio;

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the State of Ohio Board of Pharmacy and a copy presented to:

ERNEST E. BOYD, RPh, MBA

On this 15th day of April, 2023

at the Ohio Pharmacists Association Annual Conference
Columbus, Ohio

-
- 10:42 a.m.** Mr. Garner and Ms. Defiore-Hyrmer provided the OARRS Report.
- 10:47 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 10:50 a.m.** Ms. Maerten-Moore provided the Legal Report.
- 10:56 a.m.** Ms. Southard provided the Licensing Report.
- 11:06 a.m.** Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Lauryn Woodruff – Cleveland, OH (09111247) to the Board for consideration.
- R-2023-0392** Mr. Grimm moved that the Board approve the Pharmacy Technician Trainee Extension Request from Lauryn Woodruff – Cleveland, OH (09111247). The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.
- 11:07 a.m.** Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Robin Brooks – Cleveland, OH (09112123) to the Board for consideration.
- R-2023-0393** Mr. Grimm moved that the Board approve the Pharmacy Technician Trainee Extension Request from Robin Brooks – Cleveland, OH (09112123). The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.

11:10 a.m. Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Elizabeth Hebebrand – Hudson, OH (09101212) to the Board for consideration.

R-2023-0394 Mr. Miller moved that the Board approve the Pharmacy Technician Trainee Extension Request from Elizabeth Hebebrand – Hudson, OH (09101212). The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

11:10 a.m. Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Kalli Stone – Lorain, OH (09112386) to the Board for consideration.

R-2023-0395 Mr. Huston moved that the Board approve the Pharmacy Technician Trainee Extension Request from Kalli Stone – Lorain, OH (09112386). The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

11:11 a.m. Ms. Southard presented the Exam Extension Request from Maryam Heidari – Akron, OH (APP-000610409) to the Board for consideration.

R-2023-0396 Mr. Grimm moved that the Board approve the Exam Extension Request from Maryam Heidari – Akron, OH (APP-000610409). The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

11:13 a.m. Ms. Southard presented the Exam Extension Request from Gabriel Ackuayi – Kent, OH (APP-000600502) to the Board for consideration.

R-2023-0397 Mr. Grimm moved that the Board approve the Exam Extension Request from Gabriel Ackuayi – Kent, OH (APP-000600502). The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0.

11:15 a.m. Ms. Southard presented the OBOT Non-Physician Owner/Operator Waiver Request from Careforce, LLC – Columbus, OH (APP-000686032) to the Board for consideration.

R-2023-0398 Mr. Miller moved that the Board approve the OBOT Non-Physician Owner/Operator Waiver Request from Careforce, LLC – Columbus, OH (APP-000686032). The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

11:18 a.m. Ms. Southard presented the OBOT Non-Physician Owner/Operator Waiver Request from CleanSlate Medical Group of Ohio, LLC – Multiple Locations - to the Board for consideration.

- R-2023-0399** Mr. Grimm moved that the Board approve the OBOT Non-Physician Owner/Operator Waiver Request CleanSlate Medical Group of Ohio, LLC – Multiple Locations. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.
- 11:19 a.m.** Ms. Moulin provided the Medical Marijuana Report.
- 11:24 a.m.** The Board took a short recess.
- 11:36 a.m.** The Board returned to public session and Mr. McNamee provided the Legislative Report.
- 11:42 a.m.** Mr. McNamee provided an update on Approval of Overdose Reversal Drugs.
- 11:44 a.m.** Mr. McNamee presented a resolution titled *Proposed Rescission of COVID-19 Waivers*.
- R-2023-0400** Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:
-

Proposed Rescission of COVID-19 Waivers

Waiver Issue Date	Description	Proposed Rescission
3/16/2020 – UPDATED 3/26/2020 & 6/8/2020	Authorized pharmacists, pharmacy interns, and pharmacy technicians licensed in other states to work in Ohio pharmacies under certain conditions. This resolution can be accessed here .	Rescind effective 7/5/23.
3/20/2020	Authorized registered pharmacy technicians to stock automated drug storage systems and send and receive copies of non-controlled prescriptions, under certain conditions. Additionally, provides clarification on the positive identification requirements for	Rescind effective 7/5/23. NOTE: Registered technicians can already stock ADS systems

	technicians transferring prescriptions. This resolution can be accessed here .	under updates to OAC 4729:3-3-03 .
3/24/2020 – UPDATED 6/8/2020 & 8/31/2020	Authorized expedited licensure of drug distributors. This resolution can be accessed here .	Rescind effective 7/5/23.
4/7/2020	Authorized nurses (LPN, RN, APRN) to stock automated drug storage systems within a terminal distributor of dangerous drugs that has an on-site pharmacy under certain conditions. This resolution can be accessed here .	Rescind effective 7/5/23.
4/14/2020	Authorized an Ohio pharmacy to request a temporary waiver to permit a pharmacist to supervise up to five pharmacy technician trainees at one time (up from the current limit of three). This resolution can be accessed here .	Rescind effective 7/5/23.
12/14/2020	Permits registered pharmacy technicians and pharmacy technician trainees to stock automated pharmacy systems and automated drug storage systems at a location licensed as a terminal distributor of dangerous drugs, subject to certain conditions. This resolution can be accessed here .	Rescind effective 7/5/23.

12/14/2020	Authorizes the use of support personnel for packaging shipping containers and to package medications for delivery or sale. This resolution can be accessed here .	Rescind effective immediately. This is already permitted under OAC 4729:3-1-01 made in 2022.
4/14/2020 *Medical Marijuana	Permits medical marijuana patients and caregivers to renew patient/caregiver registrations and recommendations using an expired method of identification under certain conditions.	Rescind effective 6/5/23.
4/14/2020 *Medical Marijuana	Permits minors (i.e., those under the age of 18) and adult patients with legal guardians to utilize a birth certificate to register as a medical marijuana patient.	Rescind effective 6/5/23.
4/1/2020 *Medical Marijuana	Permits patients with expired forms of identification to utilize a birth certificate to register as a medical marijuana patient.	Rescind effective 6/5/23.
4/7/2020 *Medical Marijuana	Permits currently registered patients and caregivers who have lost their authorized form of photo identification to utilize alternate forms of identification in order to purchase medical marijuana.	Rescind effective 6/5/23.

COVID-19 Waivers Remaining

Waiver Issue Date	Description	Expiration of the Guidance
3/16/2020 – UPDATED 3/26/2020	Authorized expedited onboarding of pharmacy technician trainees. This resolution can be accessed here .	This resolution is in effect until rescinded by the Board.
3/18/2020	Authorized home delivery of medications by opioid treatment programs under specific conditions. This resolution can be accessed here .	This guidance, as is authorized by the Drug Enforcement Administration, shall remain in effect until the Secretary of Health and Human Services (HHS) rescinds the declared public health emergency.
3/18/2020 – UPDATED 3/20/2020, 6/8/2020 & 8/31/2020	Authorized the temporary expansion of the maximum days' supply permitted under rules 4729-9-23 and 4729:5-5-18 of the Administrative Code from 31 days to 60 days. This resolution can be accessed here .	This resolution is in effect until rescinded by the Board.

11:55 a.m.

Mr. McNamee presented a resolution titled *Sales to Patients and Caregivers Outside the Dispensary Department*.

R-2023-0401

Ms. Buettner moved that the Board approve the Resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

Sales to Patients and Caregivers Outside the Dispensary Department

To ensure access, the State of Ohio Board of Pharmacy has adopted the following resolution to permit medical marijuana dispensaries to

conduct sales to patients and caregivers outside of the dispensary department.

If allowing patients and caregivers to purchase medical marijuana outside the dispensary department, dispensaries must adhere to the following:

1. The purchase of product, including all monetary transactions, must take place on the dispensary's property (i.e. parking lot or sidewalk of dispensary).
2. Dispensaries may not deliver medical marijuana to a patient or caregiver's home.
3. The patient or caregiver's card must be verified prior to purchase.
4. Cash must be taken into the dispensary department after each transaction.
5. Medical marijuana products, including those that are awaiting pick-up, must be maintained in the dispensary department until the patient arrives.
6. Security must be present for outdoor exchanges.
7. Outdoor exchanges may only occur between the hours of 8 am and 7 pm.
8. A dispensary must comply with all other dispensing requirements (labeling, reporting to OARRS, etc.)

This resolution shall remain in effect until rescinded or permanent rules permitting curb side pick-up are filed by the Board.

12:02 p.m.

The Board took a short recess.

12:07 p.m.

The Board returned to public session and Mr. McNamee presented rule *4729:6-3-09 – Satellite Distribution Sites During a Public Health Emergency* and *4279:5-3-21 – Point of Dispensing Locations During a Public Health Emergency* to the Board for approval.

R-2023-0402

Ms. Buettner moved that the Board approve rules *4729:6-3-09 – Satellite Distribution Sites During a Public Health Emergency* and *4279:5-3-21 – Point of Dispensing Locations During a Public Health*

Emergency for filing with CSI and JCARR. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.

12:09 p.m. Mr. McNamee provided an update on the status of rules *4729:7-3-06 – Pharmacists Conducting Medication Validation*, *4729:9-1-03 – Schedule III Controlled Substances (Xylazine)*, and *4729:3-3-06 – Immunization Administration (Technicians)*.

12:27 p.m. The Board took a recess for lunch.

1:37 p.m. The Board returned to public session and was joined by Ms. Bridget Protus who presented a Petition for a New Medical Marijuana Form/Method — Tablets — to the Board for consideration.

R-2023-0403 Ms. Buettner moved that the Board approve the New Medical Marijuana Form/Method. The motion was seconded by Mr. Grimm and approved by the Board: Yes-4, No-0, and Abstain-1 (Mr. Goodman).

1:50 p.m. Mr. Wilson provided an update on the Health Claims Review Committee.

R-2023-0404 Mr. Grimm moved that the Board approve the Health Claims Review Committee's recommendations. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.

1:52 p.m. Mr. Schierholt provided the Executive Director Report.

1:56 p.m. Mr. McNamee provided an update on the status of rule *4729:5-5-02 – Minimum Standards in an Outpatient Pharmacy*.

R-2023-0405 Ms. Buettner moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Miller and a roll-call vote was conducted *President Wilt* as follows: Buettner-yes; Goodman-yes; Grimm-yes; Huston-yes, and Miller-yes.

4:27 p.m. The Board adjourned for the day.

Tuesday, June 6, 2023

9:02 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, *Vice President*; Mindy Ferris, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Absent: Jason George, RPh and Christine Pfaff, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Zoe Saadey, *Senior Legal Counsel*; Darcy Moulin, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

9:02 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct adjudication hearings in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matters of **All Seasons Medical Clinic, Columbus, Ohio; Vincent Duncan, Toledo, Ohio; and Kiel J. Abele, Toledo, Ohio.**

R-2023-0406 Ms. Buettner moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *President Wilt* as follows: Buettner-yes; Ferris-yes; Goodman-yes; Grimm-yes; Huston-yes; and Miller-yes.

12:35 p.m. The Board returned to public session.

R-2023-0407 After hearing Mr. Flaharty discuss the significant facts regarding the activities of **Pharmacy Technician Trainee Robyn Griffith, Cincinnati, Ohio**, Mr. Goodman moved that the Board summarily suspend the **Pharmacy Technician Trainee license belonging to Robyn Griffith, Cincinnati, Ohio**. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by *President Wilt* as follows: Buettner-yes; Ferris-yes; Goodman-yes; Grimm-yes; Huston-yes; and Miller-yes.

R-2023-0408

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on February 13, 2023, in the matter of Deaver Ohio, LLC (A-2023-0076).

R-2023-0409

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on August 17, 2022, in the matter of Tomika Jackson (A-2022-0051).

R-2023-0410

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on October 4, 2021, in the matter of Harold Neal (A-2020-0284).

R-2023-0411

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on April 21, 2023, in the matter of Jonathan Rhodes (A-2022-0605).

R-2023-0412

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on August 4, 2021, in the matter of Pharmhouse Pharmacy (A-2019-0235).

R-2023-0413

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on January 3, 2023, in the matter of Medina County Jail (A-2022-0296).

R-2023-0414

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on February 3, 2023, in the matter of Tim Sheehan (A-2022-0593).

R-2023-0415

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on February 9, 2023, in the matter of Prospect Pharmacy (A-2022-0592).

R-2023-0416

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0364**

**Aaron Gehring, RPh
License No. 03-236523
122 Perrine Street
Dayton, Ohio 45410**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Aaron Gehring, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician trainee without maintaining appropriate registration with the Board. Together, the Board and Aaron Gehring are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Aaron Gehring is a licensed pharmacist in the state of Ohio under license number 03-236523.
3. Aaron Gehring is the Responsible Person of Meijer Pharmacy #66, located at 1500 Hillcrest Avenue, Springfield, Ohio.

FACTS

1. The Board initiated an investigation of Aaron Gehring, pharmacist license number 03-236523, and Meijer Pharmacy #66, related to an employee of Meijer Pharmacy #66 performing duties of a pharmacy technician trainee without maintaining appropriate registration with the Board.
2. On or about January 26, 2023, the Board sent a Notice of Opportunity for Hearing to Aaron Gehring, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Aaron Gehring neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 26, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Aaron Gehring agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Aaron Gehring's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Aaron Gehring's pharmacist license, number 03-236523.
5. Aaron Gehring agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Aaron Gehring understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Aaron Gehring agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Aaron Gehring explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0417

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0002**

Eric Shane Williams, RPh
License No. 03-318413
854 Ivy Creek
Ashland, KY 41101

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Eric Shane Williams, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Eric Williams are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Eric Shane Williams is a licensed pharmacist in the state of Ohio under license number 03-318413.
1. Eric Shane Williams is the Responsible Person of McMeans Pharmacy, located at 708 4th Street East, South Point, Ohio.

FACTS

1. The Board initiated an investigation of Eric Shane Williams, pharmacist license number 03-318413, and McMeans Pharmacy, related to an error in dispensing.
2. On or about March 15, 2023, the Board sent a Notice of Opportunity for Hearing to Eric Shane Williams, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Eric Shane Williams neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 15, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Eric Shane Williams agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Eric Williams' license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Eric Shane Williams must obtain 6 hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Eric Williams' pharmacist license, number 03-318413.
6. Eric Shane Williams agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Eric Shane Williams understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Eric Shane Williams agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Eric Shane Williams explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0418

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2020-0620**

Adrienne Shearer, R.Ph.
License No. 03-331383
7340 Patch Ct.
Canal Winchester, OH 43110

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Adrienne Shearer, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Health and Wellness Pharmacy where she was employed

as the responsible person. Together, the Board and Adrienne Shearer are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Adrienne Shearer is a licensed pharmacist in the state of Ohio under license number 03-331383.

FACTS

1. The Board initiated an investigation of Adrienne Shearer, pharmacist license number 03-331383, related to the investigation of Health and Wellness Pharmacy where she was employed as the responsible person.
2. On or about December 27, 2022, the Board sent a Notice of Opportunity for Hearing to Adrienne Shearer, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about January 23, 2023, Adrienne Shearer timely requested an administrative hearing which was scheduled for April 5, 2023. A continuance was granted for settlement negotiations and the hearing was subsequently scheduled for June 6, 2023.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Adrienne Shearer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 27,

2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Adrienne Shearer agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Adrienne Shearer's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Adrienne Shearer must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Adrienne Shearer must complete the Board's Responsible Person Roundtable and Law Review course within six months from the effective date of this agreement.
6. The Board hereby imposes a written reprimand on Adrienne Shearer's pharmacist license, number 03-331383.
7. Adrienne Shearer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Adrienne Shearer understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Adrienne Shearer agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
10. Adrienne Shearer explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0419

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0069**

**CREAM Apothecaries Ohio, LLC
Provisional Dispensary License No.: MMD.04131
914 Cleveland Street
Elyria, OH 44035**

**c/o Diane Andrade-Strauss, Registered Agent
12138 N. Lake Shore Dr.
Mequon, WI 53092**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and CREAM Apothecaries Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the Parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04131.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #XX483 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 914 Cleveland Street, Elyria, Ohio, 44035 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.

7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0069 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board

will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August

12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about February 13, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.

If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0420

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0591**

Bryan Newell
Registration No. 09-300432
201 South Main St., Apt 15
Prospect, Ohio 43342

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Bryan Newell for the purpose of resolving all issues between the parties relating to the Board investigation of working at Prospect Pharmacy, located at 171 South Main Street, Prospect, Ohio, without maintaining a valid registration as a certified pharmacy technician. Together, the Board and Bryan Newell are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.

2. Bryan Newell is a certified pharmacy technician in the state of Ohio under registration number 09-300432.

FACTS

1. The Board initiated an investigation of Bryan Newell, certified pharmacy technician registration number 09-300432, related to Bryan Newell's working as a certified pharmacy technician at Prospect Pharmacy without maintaining a valid registration as a certified pharmacy technician.
2. On or about February 8, 2023, the Board sent a Notice of Opportunity for Hearing to Bryan Newell which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Bryan Newell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 8 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bryan Newell agrees to pay to the OSBP the amount of amount of \$100. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Bryan Newell's technician registration, number 09-300432.

5. Bryan Newell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Bryan Newell understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Bryan Newell agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Bryan Newell waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0421

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0068
Green Power OH, LLC
Provisional Dispensary License No.: MMD.04129
13429 Lakewood Heights Blvd.
Cleveland, OH 44107**

**c/o Victor Mancebo, Registered Agent
4062 Peachtree Rd. Suite A300
Brookhaven, GA 30319**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Green Power OH, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the Parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04129.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #WR958 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.

2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 13429 Lakewood Heights Blvd., Cleveland, Ohio, 44107 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0068 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).

3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to

www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about February 13, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0422

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0481**

**Emily Enslin, R.Ph.
License No. 03-440022
6850 Parklake Drive
Mason, OH 45040**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Emily Enslin, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation related to a licensee self-report form you submitted. Together, the Board and Emily Enslin are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Emily Enslin is a licensed pharmacist in the state of Ohio under license number 03-440022.

FACTS

1. The Board initiated an investigation of Emily Enslin, pharmacist license number 03-440022, related to a licensee self-report form you submitted.
2. On or about March 1, 2023, the Board sent a Notice of Opportunity for Hearing to Emily Enslin, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about March 16, 2023, Emily Enslin, through counsel Todd Collis, timely requested an administrative hearing which was subsequently scheduled for June 7, 2023.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Emily Enslin neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 1, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Emily Enslin agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Emily Enslin's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Emily Enslin must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Emily Enslin's pharmacist license, number 03-440022.
6. Emily Enslin agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Emily Enslin understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Emily Enslin agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Emily Enslin explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0423

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2020-0444**

Merawi Samuel Abebe, RPh
License No. 03-132184
29937 Halifax Street
Wickliffe, OH 44093

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Merawi Samuel Abebe, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Merawi Samuel Abebe are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Merawi Samuel Abebe is a licensed pharmacist in the state of Ohio under license number 03-132184.

FACTS

1. The Board initiated an investigation of Merawi Samuel Abebe, pharmacist license number 03-132184, related to an error in dispensing.
2. On or about May 28, 2020, the Board sent a Notice of Opportunity for Hearing to Merawi Samuel Abebe, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Merawi Samuel Abebe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 28, 2020; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Merawi Samuel Abebe agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Merawi Samuel Abebe's license record and must be paid no later

than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. Merawi Samuel Abebe must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Merawi Samuel Abebe's pharmacist license, number 03-132184.
6. Merawi Samuel Abebe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Merawi Samuel Abebe understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Merawi Samuel Abebe agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Merawi Samuel Abebe explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0424

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2023-0149**

**Kayleigh Todd
Registration No. 09-122971
1886 Marietta Road
Lancaster, OH 43130**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Kayleigh Todd, for the purpose of resolving all issues between the parties relating to Kayleigh Todd's theft of \$2,500 from her employer, CVS Pharmacy #6188. Together, the Board and Kayleigh Todd are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Kayleigh Todd is an Ohio-registered pharmacy technician trainee under registration number 09-122971.

FACTS

1. The Board initiated an investigation in to the theft of drugs at CVS #6188, located at 111 South Memorial Drive, Lancaster, Ohio. During the investigation, Kayleigh Todd, pharmacy technician trainee, registration number 09-122971, admitted to the theft of \$2,500 from her employer, CVS Pharmacy #6188.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW WHEREFORE, in consideration of the mutual promises wherein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. **KAYLEIGH TODD PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-122971, WITH DISCIPLINE PENDING.**
3. **The Board agrees to not take any further disciplinary action or institute additional administrative proceedings against Kayleigh Todd's registration.**
4. **Kayleigh Todd agrees to never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.**
5. Kayleigh Todd agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Kayleigh Todd understands that She has the right to be represented by counsel for review and execution of this agreement.
7. Kayleigh Todd agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional

license, including to the Board on renewal applications or applications for a new license.

8. Kayleigh Todd waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. This Agreement shall become effective upon the date of the Board President's signature below.
IN WITNESS WHEREOF, the parties to this Agreement have executed it and/or cause it to be executed by their duly authorized representatives.

R-2023-0425

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0071
Cherokee Remedies 4, LLC
Provisional Dispensary License No.: MMD.04102
4066 Morse Road
Columbus, OH 43230**

**c/o Jacqueline Solomon, Registered Agent
7195 Alma Terrace Drive
New Albany, OH 43054**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Cherokee Remedies 4, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04102.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #RA584 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 4066 Morse Road, Columbus, Ohio, 43230 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).

5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0071 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to

www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August

11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about February 13, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
 18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
-

R-2023-0426

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0009**

**Cardinal Health
License No. 01-0627150
c/o Craig C. Baranskidir Oper 71 Mil Acres Drive
Wheeling, WV 26003**

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES WITH THE
STATE OF OHIO BOARD OF PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cardinal Health for the purpose of resolving all issues between the parties relating to the Board investigation of Cardinal Health's alleged failure to provide adequate security for and proper storage conditions and handling of controlled substances. Together, the Board and Cardinal Health are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Cardinal Health is a licensed Wholesale Distributor of Dangerous Drugs under license number 01-0627150.

FACTS

1. On or about October 7, 2021, while conducting an inspection of a licensed terminal distributor of dangerous drugs, the Board observed totes supplied by Cardinal Health, Wholesale Distributor of Dangerous Drugs license number 01-0627150, and initiated an investigation related to Cardinal Health's failure to provide adequate security for and proper storage conditions and handling of controlled substances.
2. On or about September 30, 2022, the Board sent a Notice of Opportunity for Hearing to Cardinal Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about October 6, 2022, Cardinal Health, through counsel Cory Kopitzke, timely requested an administrative hearing, which was subsequently scheduled for January 11, 2022, and later rescheduled to June 6, 2023. This matter was settled prior to hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. The Board agrees the Notice of Opportunity for Hearing issued to Cardinal Health on September 30, 2022, Case No. A-2022-0009, will be dismissed by the Board upon execution of this Agreement.

3. All controlled substances that are delivered into Ohio from Cardinal Health's Wheeling, West Virginia Distribution Center, license number 01-0627150, will be contained in a tote that will be closed and tightly strapped to deter entry. After all product is placed in the tote but prior to strapping, a form-fitting, reusable Styrofoam insert will be placed in the top of the tote. On March 1, 2023, Cardinal Health presented a video of a model to attorneys for the Board. The Board examined a model tote during its March 2023 Board meeting. The parties agree that the new tote design as described in this paragraph provides adequate security for controlled substances. Therefore, the Board agrees that controlled substances do not need to be placed inside a tamper evidence bag.
4. Cardinal Health agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder. Any violation by Cardinal Health of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cardinal Health by the Board and will NOT discharge Cardinal Health from any obligation under the terms of this Agreement.
5. Cardinal Health agrees and acknowledges that Cardinal Health will not institute any actions against the Board in any jurisdictions, in any forum, tribunal, court or administrative proceeding, for any form of relief against the board relating to, arising from, or concerning the matters described herein.
6. Cardinal Health hereby fully and forever releases the Board from any and all claims, demands, damages, attorney fees, actions, and rights or causes of action of every kind and description, which it now has or hereafter can have or may have, whether known or unknown, arising out of or related to the subject matter of this agreement. Cardinal Health agrees not to pursue litigation in this matter or for any released claim related to the matter described herein.
7. Each party shall be responsible for the costs, expenses, and attorney fees incurred in connection with the matter described herein, Case No. A-2022-0009.
8. The Board agrees the dismissal and release applies only to the matter at issue, Case No. A-2022- 0009, and has no effect on any conduct not included in Case No. A-2022-0009; however, as long as Cardinal Health complies with the requirements of Paragraph 3 of this Agreement, the Board will not issue any additional Notices of

Hearing resulting from tote security inspections that occurred prior to the execution of this agreement.

9. Parties acknowledge the releases contained herein, Term 5 through Term 8, do not affect the parties' rights to enforce the terms of this Agreement.
10. Cardinal Health agrees and acknowledges that this Agreement is not Board disciplinary action and does not require disclosure to licensing authorities.
11. Cardinal Health agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Cardinal Health understands that it has the right to be represented by counsel for review and execution of this agreement.
13. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cardinal Health will operate.
14. Cardinal Health explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
15. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
16. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
17. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement. Notwithstanding the foregoing, the parties expressly acknowledge and agree that the requirements under Paragraph 3 of the Terms section of this Agreement fully replace, supersede and render moot any tote security requirement(s) contained in agreements between the parties that were in effect before the date on which this Agreement is effective.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of

competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

19. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0427

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0029**

Justice (Spurlock) Evans N/K/A Justice Evans, CPhT
License No. 09-315388
256 W. Sugartree Street
Wilmington, Ohio 45177

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Justice (Spurlock) Evans for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing with patient harm while working at Wal-Mart Pharmacy 10-1289, located at 2825 Progress Way, Wilmington, Ohio. Together, the Board and Justice (Spurlock) Evans are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Justice (Spurlock) Evans is a certified pharmacy technician in the state of Ohio under registration number 09-315388.

FACTS

1. The Board initiated an investigation of Justice (Spurlock) Evans, certified pharmacy technician registration number 09-3153882, related to Justice (Spurlock) Evans's error in dispensing with patient harm while working as a certified pharmacy technician at Wal-Mart Pharmacy 10-1289.
2. On or about March 16, 2023, the Board sent a Notice of Opportunity for Hearing to Justice (Spurlock) Evans which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Justice (Spurlock) Evans neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 16, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Justice (Spurlock) Evans agrees to pay to the Board the amount of amount of \$500. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Justice (Spurlock) Evans must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. The Board hereby imposes a written reprimand on Justice (Spurlock) Evans's technician registration, number 09-315382.
 6. Justice (Spurlock) Evans agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Justice (Spurlock) Evans understands that she has the right to be represented by counsel for review and execution of this agreement.
 8. Justice (Spurlock) Evans agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
 9. Justice (Spurlock) Evans explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0428

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0321**

**Specialized Medical Services, Inc.
License No. 012314150
c/o Sarah Kowalski ATTN: Licensing PO Box 9004
Clearwater, FL 33758**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Specialized Medical Services, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of sales of liquid and medical grade oxygen to a Terminal Distributor of Dangerous Drugs without a Board-issued license. Together, the Board and Specialized Medical Services, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Specialized Medical Services, Inc. is a licensed Distributor of Dangerous Drug, License No. 012314150, which lists Sarah Kowalski, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Specialized Medical Services, Inc., LLC, Distributor of Dangerous Drugs License No. 012314150, related to Specialized Medical Services, Inc.'s sales of liquid and medical grade oxygen to a Terminal Distributor of Dangerous Drugs without a Board- issued license.
2. On or about December 29, 2022, the Board sent a Notice of Opportunity for Hearing to Specialized Medical Services, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Specialized Medical Services, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 29, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Specialized Medical Services, Inc. agrees to pay to the Board a monetary penalty in the amount of \$525. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Specialized Medical Services, Inc.'s WDDD license, number 012314150.
5. Specialized Medical Services, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Specialized Medical Services, Inc. agrees to comply with all federal and state requirements related to Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Specialized Medical Services, Inc. of the terms of one or more federal or state requirements may constitute sufficient

grounds for further enforcement action related to any licenses granted to Specialized Medical Services, Inc. by the Board and will NOT discharge Specialized Medical Services, Inc. from any obligation under the terms of this Agreement.

7. Specialized Medical Services, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Specialized Medical Services, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Specialized Medical Services, Inc. will operate.
 10. Specialized Medical Services, Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0429

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0031**

Jordan Allard
123 Westover Drive
Hillsboro, Ohio 45133

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Jordan Allard, APRN-CNP, for the purpose of resolving all issues between the parties relating to the Board investigation of unlawful access to the OARRS database. Together, the Board and Jordan Allard are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.86 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to restrict a person from obtaining further information from the drug database known as the Ohio Automated Rx Reporting System (OARRS).
2. Jordan Allard is licensed as a Registered Nurse and an Advanced Practice Certified Nurse Practitioner by the Ohio Board of Nursing under license numbers APRN.CNP.024565 and RN.392657.
3. Jordan Allard signed the OARRS user agreement on July 23, 2019 and is an authorized user of the OARRS database.

FACTS

1. The Board initiated an investigation of Jordan Allard, related to Jordan Allard's unlawful access to the OARRS database.
2. On or about September 15, 2022, the Board sent a Notice of Opportunity for Hearing to Jordan Allard which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Jordan Allard neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 15, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Jordan Allard agrees to pay to the Board the amount of amount of \$500.00. This fine must be paid no later than 180 days from the effective date of this Agreement. Payment must be made by means of a personal check made payable to "Ohio Treasurer of State" and mailed with a copy of this Agreement to: State of Ohio Board of Pharmacy, Attn: Finance Department, 77 South High Street, 17th Floor, Columbus, Ohio 43215.
4. Jordan Allard must obtain fifteen hours of approved continuing education which may not also be used for registration, renewal, or for purposes of obtaining/maintaining licensure with the Ohio Board of Nursing. The fifteen hours must be in the topics of appropriate Patient-Provider Relationships, Law, Compliance and/or Ethics, and must be completed within six months from the effective date of this agreement. Copies of completed continuing education credits must be e-mailed to legal@pharmacy.ohio.gov.
5. Jordan Allard agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Jordan Allard understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Jordan Allard agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional

license, including to the Board on renewal applications or applications for a new license.

8. Jordan Allard explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0430

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NOS. A-2021-0378
A-2022-0381
A-2022-0493**

**CVS Pharmacy #6134
License No. 02-2012850
c/o Erika Muhlenkamp, RPh
1009 East Main Street
Greenville, OH 45331**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and CVS Pharmacy #6134 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues. Together, the Board and CVS Pharmacy #6134 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. CVS Pharmacy #6134 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2012850.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #6134, Terminal Distributor of Dangerous Drugs license number 02-2012850, related to drug security issues.
2. On or about September 15, 2022, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #6134, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CVS Pharmacy #6134 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 31, 2022; however, the Board has evidence sufficient to sustain the

allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. CVS Pharmacy #6134 agrees to pay to the Board a monetary penalty the amount of \$4,000.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on CVS Pharmacy #6134's TDDD license, number 02-2012850.
5. CVS Pharmacy #6134 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS Pharmacy #6134 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS Pharmacy #6134 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS Pharmacy #6134 by the Board and will NOT discharge CVS Pharmacy #6134 from any obligation under the terms of this Agreement.
7. CVS Pharmacy #6134 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS Pharmacy #6134 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS Pharmacy #6134 will operate.

10. CVS Pharmacy #6134 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0431

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0182
I-2021-1908**

**Ohio Living Llanfair
License No. 02-74000472
c/o Naghmana Masood, MD
1701 Llanfair Ave.
Cincinnati, OH 45224**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Ohio Living Llanfair for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen and dangerous drugs while operating without a Board-issued license. Together, the Board and Ohio Living Llanfair are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Ohio Living Llanfair is a licensed Terminal Distributor of Dangerous Drugs under license number 02-74000472.

FACTS

1. The Board initiated an investigation of Ohio Living Llanfair, Terminal Distributor of Dangerous Drugs license number 02-74000472, related to Ohio Living Llanfair's illegal purchases of medical oxygen and dangerous drugs while operating without a Board-issued license.
2. On or about April 24, 2023, the Board sent a Notice of Opportunity for Hearing to Ohio Living Llanfair, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Ohio Living Llanfair neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 24, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Ohio Living Llanfair agrees to pay to the Board a monetary penalty the amount of \$1,250.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Ohio Living Llanfair TDDD license, number 02-74000472.
5. Ohio Living Llanfair agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Ohio Living Llanfair agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Ohio Living Llanfair of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Ohio Living Llanfair by the Board and will NOT discharge Ohio Living Llanfair from any obligation under the terms of this Agreement.
7. Ohio Living Llanfair agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Ohio Living Llanfair understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Ohio Living Llanfair will operate.
10. Ohio Living Llanfair waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0432

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0428**

Christian Dillingham
Registration No. 09-312289
12131 S. Pine Drive
Cincinnati, Ohio 45241

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Christian Dillingham for the purpose of resolving all issues between the parties relating to the Board investigation of working at UC Medical Center - Hoxworth Pharmacy, located at 3130 Highland Avenue, Cincinnati, Ohio, without a valid registration as a certified pharmacy technician. Together, the Board and Christian Dillingham are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Christian Dillingham is a certified pharmacy technician in the state of Ohio under registration number 09-312289.

FACTS

1. The Board initiated an investigation of Christian Dillingham, certified pharmacy technician registration number 09-312289, related to Christian Dillingham's working as a certified pharmacy technician at UC Medical Center - Hoxworth Pharmacy without maintaining a valid registration as a certified pharmacy technician.
2. On or about January 24, 2022, the Board sent a Notice of Opportunity for Hearing to Christian Dillingham which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Christian Dillingham neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 24, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Christian Dillingham agrees to pay to the OSBP the amount of amount of \$300. This fine will be attached to the registration record

and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. The Board hereby imposes a written reprimand on Christian Dillingham's technician registration, number 09-312289.
 5. Christian Dillingham agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Christian Dillingham understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Christian Dillingham agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
 8. Christian Dillingham waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0433

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0301
A-2022-0303
A-2022-0305**

**Cleveland Clinic Mercy Hospital
License No. 02-1143700
c/o Kyle Sobecki, RPh
1320 Mercy Drive NW
Canton, Ohio 44708**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cleveland Clinic Mercy Hospital for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substances to unlicensed entities. Together, the Board and Cleveland Clinic Mercy Hospital are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Cleveland Clinic Mercy Hospital is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1143700.

FACTS

1. The Board initiated an investigation of Cleveland Clinic Mercy Hospital, Terminal Distributor of Dangerous Drugs license number 02-1143700, related to Cleveland Clinic Mercy Hospital's illegal sales of dangerous drugs, including controlled substances to unlicensed entities.

2. On or about November 9, 2022 the Board sent a Notice of Opportunity for Hearing to Cleveland Clinic Mercy Hospital, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Cleveland Clinic Mercy Hospital neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Cleveland Clinic Mercy Hospital agrees to pay to the Board a monetary penalty the amount of \$1,700.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Cleveland Clinic Mercy Hospital's TDDD license, number 02-1143700.
5. Cleveland Clinic Mercy Hospital agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Cleveland Clinic Mercy Hospital agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted

thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Cleveland Clinic Mercy Hospital of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cleveland Clinic Mercy Hospital by the Board and will NOT discharge Cleveland Clinic Mercy Hospital from any obligation under the terms of this Agreement.

7. Cleveland Clinic Mercy Hospital agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Cleveland Clinic Mercy Hospital understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cleveland Clinic Mercy Hospital will operate.
10. Cleveland Clinic Mercy Hospital waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0434

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0332
I-2022-0624**

**Mercy Primary Care Aaronwood
License No. 02-26592500
c/o Alaa Al Saif, MD
2859 Aaronwood Ave, NE, Suite 3
Massillon, OH 44646**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Primary Care Aaronwood for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Mercy Primary Care Aaronwood are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Primary Care Aaronwood is a licensed Terminal Distributor of Dangerous Drugs under license number 02-26592500.

FACTS

1. The Board initiated an investigation of Mercy Primary Care Aaronwood, Terminal Distributor of Dangerous Drugs license number 02-2659200, related to Mercy Primary Care Aaronwood's illegal purchases of dangerous drugs while operating without a Board-issued license.

2. On or about October 3, 2022, the Board sent a Notice of Opportunity for Hearing to Mercy Primary Care Aaronwood, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Primary Care Aaronwood neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 3, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Primary Care Aaronwood agrees to pay to the Board a monetary penalty the amount of \$2,250.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Primary Care Aaronwood's TDDD license, number 02-2659200.
5. Mercy Primary Care Aaronwood agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Primary Care Aaronwood agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360

of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Primary Care Aaronwood of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Primary Care Aaronwood by the Board and will NOT discharge Mercy Primary Care Aaronwood from any obligation under the terms of this Agreement.

7. Mercy Primary Care Aaronwood agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mercy Primary Care Aaronwood understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Primary Care Aaronwood will operate.
10. Mercy Primary Care Aaronwood waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0435

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0251
I-2022-0230**

Mercy Health Center of Alliance
License No. 02-2372650
c/o David Paul Gutlove MD
149 E. Simpson Street
Alliance, Ohio 44601

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Health Center of Alliance for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Mercy Health Center of Alliance are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Health Center of Alliance is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2372650.

FACTS

1. The Board initiated an investigation of Mercy Health Center of Alliance, Terminal Distributor of Dangerous Drugs license number 02-2372650, related to Mercy Health Center of Alliance's illegal purchases of dangerous drugs while operating without a Board-issued license.

2. On or about October 3, 2023, the Board sent a Notice of Opportunity for Hearing to Mercy Health Center of Alliance, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Health Center of Alliance neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 3, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Health Center of Alliance agrees to pay to the Board a monetary penalty the amount of \$1,250.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Health Center of Alliance's TDDD license, number 02-2372650.
5. Mercy Health Center of Alliance agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Health Center of Alliance agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360

of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Health Center of Alliance of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Health Center of Alliance by the Board and will NOT discharge Mercy Health Center of Alliance from any obligation under the terms of this Agreement.

7. Mercy Health Center of Alliance agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mercy Health Center of Alliance understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Health Center of Alliance will operate.
10. Mercy Health Center of Alliance waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0436

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0243
I-2022-0180**

**Mercy Primary Care Belden
Inactive License No. 02-2253750**
c/o Dr. Hoai-Nghia Nguyen
4909 Munson Street N.W.
Canton, OH 44718

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Primary Care Belden for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Mercy Primary Care Belden are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Primary Care Belden was previously licensed with the Board under now-inactive TDDD license number 02-2253750. All conduct occurred under the previous license number.

FACTS

1. The Board initiated an investigation of Mercy Primary Care Belden, Terminal Distributor of Dangerous Drugs license number 02-62001136, related to Mercy Primary Care Belden's illegal purchases of dangerous drugs while operating without a Board-issued license.

2. On or about October 3, 2023, the Board sent a Notice of Opportunity for Hearing to Mercy Primary Care Belden, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Primary Care Belden neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 3, 2023, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Primary Care Belden agrees to pay to the Board a monetary penalty the amount of \$500. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Primary Care Belden's TDDD inactive license, number 02-2253750.
5. Mercy Primary Care Belden agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Primary Care Belden agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal

Regulations. Any violation by Mercy Primary Care Belden of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Primary Care Belden by the Board and will NOT discharge Mercy Primary Care Belden from any obligation under the terms of this Agreement.

7. Mercy Primary Care Belden agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Mercy Primary Care Belden understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Primary Care Belden will operate.
 10. Mercy Primary Care Belden waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0437

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0306
I-2022-0168**

**Mercy Primary Care Portage
License No. 02-1893750**
c/o Dr. Ahmad Kharis Ibrahim
1413 Portage NW
North Canton, OH 44720

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Primary Care Portage for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Mercy Primary Care Portage are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Primary Care Portage is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1893750.

FACTS

1. The Board initiated an investigation of Mercy Primary Care Portage, Terminal Distributor of Dangerous Drugs license number 02-1893750, related to Mercy Primary Care Portage's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about November 9, 2022, the Board sent a Notice of Opportunity for Hearing to Mercy Primary Care Portage, which outlined the allegations and provided notice of its right to a hearing,

its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Primary Care Portage neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Primary Care Portage agrees to pay to the Board a monetary penalty the amount of \$1,750.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Primary Care Portage's TDDD license, number 02-1893750.
5. Mercy Primary Care Portage agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Primary Care Portage agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal

Regulations. Any violation by Mercy Primary Care Portage of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Primary Care Portage by the Board and will NOT discharge Mercy Primary Care Portage from any obligation under the terms of this Agreement.

7. Mercy Primary Care Portage agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Mercy Primary Care Portage understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Primary Care Portage will operate.
 10. Mercy Primary Care Portage waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0438

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0304
I-2022-0573**

**Mercy Professional Care Corporation
dba Mercy Primary Care St. Paul Square
License No. 02-62000449
c/o Dishon Kamwesa, APRN
1459 Superior Ave NE
Canton, Ohio 44705**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square was a licensed Terminal Distributor of Dangerous Drugs under license number 02-62000449.

FACTS

1. The Board initiated an investigation of Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square, Terminal Distributor of Dangerous Drugs license number 02-62000449, related to Mercy Professional Care Corporation, dba Mercy Primary

Care St. Paul Square's illegal purchases of dangerous drugs while operating without a Board-issued license.

2. On or about November 9, 2022, the Board sent a Notice of Opportunity for Hearing to Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square agrees to pay to the Board a monetary penalty the amount of \$100.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square TDDD license, number 02-62000449.
5. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

6. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square by the Board and will NOT discharge Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square from any obligation under the terms of this Agreement.
7. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square will operate.
10. Mercy Professional Care Corporation, dba Mercy Primary Care St. Paul Square waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0439

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0221
I-2021-0652**

**Shane Martinez, RPh
License No. 03-440284
2255 Vireo Dr.
Fairborn, OH 45324**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Shane Martinez, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the administration of adulterated medication to a patient. Together, the Board and Shane Martinez are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued

pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.

2. Shane Martinez is a licensed pharmacist in the state of Ohio under license number 03-440284.

FACTS

1. The Board initiated an investigation of Shane Martinez, pharmacist license number 03-440284, related to the administration of adulterated medication to a patient.
2. On or about April 21, 2023, the Board sent a Notice of Opportunity for Hearing to Shane Martinez, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Shane Martinez neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 21, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Shane Martinez agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Shane Martinez's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Shane Martinez must obtain 6 hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months

from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. The Board hereby imposes a written reprimand on Shane Martinez's pharmacist license, number 03-440284.
 6. Shane Martinez agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Shane Martinez understands that he has the right to be represented by counsel for review and execution of this agreement.
 8. Shane Martinez agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
 9. Shane Martinez explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0440

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0183
I-2021-1908**

ICP, Inc.
License No. 01-2230900
c/o Mike Lavengood
7537 Easy St.
Mason, OH 45040

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and ICP, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen to an unlicensed entity. Together, the Board and ICP Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. ICP, Inc. is a licensed Distributor of Dangerous Drug, License No. 01-2230900, which lists Mike Lavengood, as the Responsible Person.

FACTS

1. The Board initiated an investigation of ICP, Inc., Distributor of Dangerous Drugs License No. 01-2230900 related to ICP, Inc.'s illegal sales of medical grade oxygen to an unlicensed entity.
2. On or about April 25, 2023, the Board sent a Notice of Opportunity for Hearing to ICP, Inc., which outlined the allegations and provided

notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. ICP, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. ICP, Inc. agrees to pay to the Board a monetary penalty in the amount of \$125.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on ICP, Inc.'s WDDD license, number 01-2230900.
5. ICP, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. ICP, Inc. agrees to comply with all federal and state requirements related to Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by ICP, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further

enforcement action related to any licenses granted to ICP, Inc. by the Board and will NOT discharge ICP, Inc. from any obligation under the terms of this Agreement.

7. ICP, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. ICP, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom ICP, Inc. will operate.
10. ICP, Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0441

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2020-0335
501-1536**

**Vista Center at the Ridge
c/o Carrie Horst 3370 Main St.
Mineral Ridge, Ohio 44440**

License No. 02-2602650

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Vista Center at the Ridge for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Vista Center at the Ridge are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Vista Center at the Ridge is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2602650.

FACTS

1. The Board initiated an investigation of Vista Center at the Ridge, Terminal Distributor of Dangerous Drugs license number 02-2602650, related to Vista Center at the Ridge's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Vista Center at the Ridge, which outlined the

allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as thoughtfully set forth herein.
2. Vista Center at the Ridge neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Vista Center at the Ridge agrees to pay to the Board a monetary penalty the amount of \$700.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Vista Center at the Ridge agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Vista Center at the Ridge agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Vista Center at the Ridge of the terms of one or more federal or state requirements may constitute sufficient grounds

for further enforcement action related to any licenses granted to Vista Center at the Ridge by the Board and will NOT discharge Vista Center at the Ridge from any obligation under the terms of this Agreement.

6. Vista Center at the Ridge agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Vista Center at the Ridge understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Vista Center at the Ridge will operate.
9. Vista Center at the Ridge waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0442

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2019-0419
1-2019-1021
License No. 02-2813550**

**Continuing Healthcare of Cuyahoga Falls
c/o Debra Keller 300 E. Bath Road
Cuyahoga Falls, Ohio 44223**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Continuing Healthcare of Cuyahoga Falls for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Continuing Healthcare of Cuyahoga Falls are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Continuing Healthcare of Cuyahoga Falls is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2813550.

FACTS

1. The Board initiated an investigation of Continuing Healthcare of Cuyahoga Falls, Terminal Distributor of Dangerous Drugs license number 02-2813550, related to Continuing Healthcare of Cuyahoga Falls' illegal purchases of medical oxygen while operating without a Board issued license.
2. On or about August 23, 2021, the Board sent a Notice of Opportunity for Hearing to Continuing Healthcare of Cuyahoga Falls which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Continuing Healthcare of Cuyahoga Falls neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Continuing Healthcare of Cuyahoga Falls agrees to pay to the Board a monetary penalty the amount of \$200.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Continuing Healthcare of Cuyahoga Falls agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Continuing Healthcare of Cuyahoga Falls agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Continuing Healthcare of Cuyahoga Falls of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Continuing Healthcare of Cuyahoga Falls by the Board and will NOT discharge Continuing Healthcare of Cuyahoga Falls from any obligation under the terms of this Agreement.
6. Continuing Healthcare of Cuyahoga Falls agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Continuing Healthcare of Cuyahoga Falls understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Continuing Healthcare of Cuyahoga Falls will operate.
 9. Continuing Healthcare of Cuyahoga Falls waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0443

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0314
I-2021-1196**

**Addison Heights Health & Rehabilitation Center
License No. 02-80000275
c/o ShaDonna Hadley
3600 Butz Rd.
Maumee, Ohio 43537**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Addison Heights Health & Rehabilitation Center for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Addison Heights Health & Rehabilitation Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Addison Heights Health & Rehabilitation Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000275.

FACTS

1. The Board initiated an investigation of Addison Heights Health & Rehabilitation Center, Terminal Distributor of Dangerous Drugs license number 02-80000275, related to Addison Heights Health & Rehabilitation Center's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about May 11, 2023, the Board sent a Notice of Opportunity for Hearing to Addison Heights Health & Rehabilitation Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Addison Heights Health & Rehabilitation Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 11, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Addison Heights Health & Rehabilitation Center agrees to pay to the Board a monetary penalty the amount of \$850.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Addison Heights Health & Rehabilitation Center's TDDD license, number 02-80000275.
5. Addison Heights Health & Rehabilitation Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Addison Heights Health & Rehabilitation Center agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Addison Heights Health & Rehabilitation Center of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Addison Heights Health & Rehabilitation Center by the Board and will NOT discharge Addison Heights Health & Rehabilitation Center from any obligation under the terms of this Agreement.
7. Addison Heights Health & Rehabilitation Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Addison Heights Health & Rehabilitation Center understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Addison Heights Health & Rehabilitation Center will operate.
10. Addison Heights Health & Rehabilitation Center waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0444

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0220
Provisional Dispensary License No.: MMD.04087**

OTC Ohio, LLC

**3137-3145 Salem Avenue
Dayton, OH 45406**

**c/o Norman Yousif
771 Jamacha Road #358
El Cajon, CA 92019**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and OTC Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04087.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KA454 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 3137-3145 Salem Avenue Dayton, Ohio 45406. (the "Location").

3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0220 (the "Notice").

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023,

the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
17. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0445

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0363**

**Meijer Pharmacy #66
License No. 02-0597800**
c/o Aaron Gehring, RPh
1500 Hillcrest Avenue
Springfield, Ohio 45504

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Meijer Pharmacy #66 for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Meijer Pharmacy #66 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Meijer Pharmacy #66 has an active TDDD license with the Board under license number 02-0597800, which lists Aaron Gehring, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Meijer Pharmacy #66, TDDD license number 02-0597800, related to an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about January 26, 2023, the Board sent a Notice of Opportunity for Hearing to Meijer Pharmacy #66, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Meijer Pharmacy #66 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 26, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Meijer Pharmacy #66 agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Meijer Pharmacy #66's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. The Board hereby imposes a written reprimand on Meijer Pharmacy #66's TDDD license, number 02-0597800.
5. Meijer Pharmacy #66 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Meijer Pharmacy #66 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Meijer Pharmacy #66 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Meijer Pharmacy #66 by the Board and will NOT discharge Meijer Pharmacy #66 from any obligation under the terms of this Agreement.
7. Meijer Pharmacy #66 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Meijer Pharmacy #66 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Meijer Pharmacy #66 will operate.
10. Meijer Pharmacy #66 waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0446

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2019-0495
A-2020-0204
A-2020-0420**

**Respiratory Care Partners, Inc.
License No. 01-30000049
c/o Justin Schuster
2698 Niles-Cortland N.E.
Cortland, OH 44410**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Respiratory Care Partners, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of Respiratory Care Partners, Inc.'s illegal sales of medical grade oxygen. Together, the Board and Respiratory Care Partners, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Respiratory Care Partners, Inc. is a licensed Wholesale Distributor of Dangerous Drug, License No. 01-30000049, which lists Justin Schuster as the Responsible Person.

FACTS

1. The Board initiated an investigation of Respiratory Care Partners, Inc., Wholesale Distributor of Dangerous Drugs License No. 01-30000049, related to Respiratory Care Partners, Inc.'s illegal sales of medical grade oxygen.
2. On or about April 15, 2021, the Board sent a Notice of Opportunity for Hearing to Respiratory Care Partners, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Respiratory Care Partners, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 15, 2021; however, the Board maintains that it has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Respiratory Care Partners, Inc. agrees to pay to the Board a monetary penalty in the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Parties agree this Agreement is in full settlement, release, and discharge of any and all claims or allegations the Board has or may have against Respiratory Care Partners, Inc., of any nature, whether asserted, unasserted, known or unknown, related to case numbers A-2019-0495, A-2020-0204, and A-2020-0420, arising prior to the effectiveness of this agreement.
5. Respiratory Care Partners, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Respiratory Care Partners, Inc. agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Respiratory Care Partners, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Respiratory Care Partners, Inc. by the Board and will NOT discharge Respiratory Care Partners, Inc. from any obligation under the terms of this Agreement.
7. Respiratory Care Partners, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Respiratory Care Partners, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Respiratory Care Partners, Inc. will operate.
10. Respiratory Care Partners, Inc. explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0447

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0212
Provisional Dispensary License No.: MMD.04094**

**GNCO 123 LLC
3111 E. Main Street
Columbus, OH 43209**

**c/o Sarah Reidy
8401 Baseline Road
Boulder, CO 80026**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and GNCO 123, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04094.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KY649 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 3111 E. Main Street, Columbus, Ohio 43209. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.

7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0212 (the "Notice").
11. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or

before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0448

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0218
Provisional Dispensary License No.: MMD.04092**

**Citizen Real Estate, LLC
401 Cherry Ave. NE
Canton, OH 44702**

**c/o Rony Sinharoy
1055 Home Avenue
Akron, OH 44310**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Citizen Real Estate, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04092.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KX637 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 401 Cherry Hill Avenue NE, Canton, Ohio 44702. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0218 (the "Notice").

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will

constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.

If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0449

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2021-0292
License No. 02-0167150**

CVS Pharmacy #3314
c/o Samantha Cisco
4240 Pearl Road
Cleveland, OH 44109

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and CVS Pharmacy #3314 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues. Together, the Board and CVS Pharmacy #3314 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. CVS Pharmacy #3314 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0167150.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #3314, Terminal Distributor of Dangerous Drugs license number 02-0167150, related to drug security issues.
2. On or about August 31, 2022, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #3314, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CVS Pharmacy #3314 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August

31, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. CVS Pharmacy #3314 agrees to pay to the Board a monetary penalty the amount of \$3,500.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on CVS Pharmacy #3314's TDDD license, number 02-0167150.
5. CVS Pharmacy #3314 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS Pharmacy #3314 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS Pharmacy #3314 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS Pharmacy #3314 by the Board and will NOT discharge CVS Pharmacy #3314 from any obligation under the terms of this Agreement.
7. CVS Pharmacy #3314 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS Pharmacy #3314 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS Pharmacy #3314 will operate.

10. CVS Pharmacy #3314 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0450

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0302
I-2022-0570**

**Mercy Pain Center Jackson
License No. 02-2885600
c/o Dr. Gamaliel Batalla
7337 Caritas Circle NW
Massillon, Ohio 44646**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Pain Center Jackson for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs including controlled substances while operating without a Board-issued license. Together, the Board and Mercy Pain Center Jackson are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Pain Center Jackson was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2885600.

FACTS

1. The Board initiated an investigation of Mercy Pain Center Jackson, Terminal Distributor of Dangerous Drugs license number 02-2885600, related to Mercy Pain Center Jackson's illegal purchases of dangerous drugs including controlled substances while operating without a Board-issued license.
2. On or about November 9, 2022, the Board sent a Notice of Opportunity for Hearing to Mercy Pain Center Jackson, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Pain Center Jackson neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated

November 9, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Mercy Pain Center Jackson agrees to pay to the Board a monetary penalty the amount of \$3,000.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Pain Center Jackson TDDD license, number 02-2885600.
5. Mercy Pain Center Jackson agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Pain Center Jackson agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Pain Center Jackson of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Pain Center Jackson by the Board and will NOT discharge Mercy Pain Center Jackson from any obligation under the terms of this Agreement.
7. Mercy Pain Center Jackson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mercy Pain Center Jackson understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Pain Center Jackson will operate.

10. Mercy Pain Center Jackson waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0451

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0300
I-2022-0176
License No. 02-62000370**

Mercy Primary Care Carrollton
c/o Dr. Matthew Inman
125 Canton Rd NW
Carrollton, OH 44615

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Primary Care Carrollton for

the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs including controlled substances while operating without a Board-issued license. Together, the Board and Mercy Primary Care Carrollton are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Primary Care Carrollton was a licensed Terminal Distributor of Dangerous Drugs under license number 02-62000370.

FACTS

1. The Board initiated an investigation of Mercy Primary Care Carrollton, Terminal Distributor of Dangerous Drugs license number 02-62000370, related to Mercy Primary Care Carrollton's illegal purchases of dangerous drugs including controlled substances while operating without a Board-issued license.
2. On or about November 9, 2022, the Board sent a Notice of Opportunity for Hearing to Mercy Primary Care Carrollton, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Primary Care Carrollton neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's

pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Mercy Primary Care Carrollton agrees to pay to the Board a monetary penalty the amount of \$300.00 This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mercy Primary Care Carrollton's TDDD license, number 02-62000370.
5. Mercy Primary Care Carrollton agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Mercy Primary Care Carrollton agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Primary Care Carrollton of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Primary Care Carrollton by the Board and will NOT discharge Mercy Primary Care Carrollton from any obligation under the terms of this Agreement.
7. Mercy Primary Care Carrollton agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mercy Primary Care Carrollton understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mercy Primary Care Carrollton will operate.

10. Mercy Primary Care Carrollton waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0452

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2023-0087
License No. 02-0789400**

Walgreens #11269
c/o Marie Morgan, RPh
8210 Winton Road
Cincinnati, Ohio 45231

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Walgreens #11269 for the purpose

of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Walgreens #11269 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Walgreens #11269 has an active TDDD license with the Board under license number 02-0789400, which lists Marie Morgan, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Walgreens #11269, TDDD license number 02-0789400, related to an employee performing duties of a certified pharmacy technician without maintaining appropriate registration with the Board.
2. On or about May 17, 2023, the Board sent a Notice of Opportunity for Hearing to Walgreens #11269, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Walgreens #11269 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 17, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Walgreens #11269 agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Walgreens #11269's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Walgreens #11269's TDDD license, number 02-0789400.
5. Walgreens #11269 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Walgreens #11269 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Walgreens #11269 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Walgreens #11269 by the Board and will NOT discharge Walgreens #11269 from any obligation under the terms of this Agreement.
7. Walgreens #11269 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Walgreens #11269 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Walgreens #11269 will operate.
10. Walgreens #11269 waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0453

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0217
Provisional Dispensary License No.: MMD.04106**

**The Green Goat Dispensary, LLC
4016 Greentree Ave. SW
Canton, OH 44706**

**c/o Brian Wingfield
PO Box 1076
Coshocton, OH 43812**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and The Green Goat Dispensary,

LLC (“Licensee”) for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as “the parties.”

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04106.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #RQ476 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 4016 Greentree Ave. SW, Canton, Ohio 44706. (the “Location”).
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance (“Variance”) pursuant to Ohio Adm.Code

3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.

6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0217. (the "Notice").

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.

4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance

pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
17. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be

deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0454

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0149, A-2022-0154,
A-2022-0164, A-2022-0172,
A-2022-0315, A-2022-0327
License No. 02-2365450**

Advantage Respiratory Services

c/o Michael Hammond
4740 M Dues Drive
Cincinnati, Ohio 45346

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Advantage Respiratory Services (Advantage Respiratory) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical oxygen to entities operating without a Board-issued license. Together, the Board and Advantage Respiratory are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Advantage Respiratory is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2365450.

FACTS

1. The Board initiated an investigation of Advantage Respiratory, Terminal Distributor of Dangerous Drugs license number 02-

2365450, related to Advantage Respiratory's illegal sales of medical oxygen to entities operating without a Board-issued license.

2. On or about May 11, 2023, the Board sent a Notice of Opportunity for Hearing to Advantage Respiratory, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Advantage Respiratory neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 11, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Advantage Respiratory agrees to pay to the Board a monetary penalty the amount of \$1,875.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Advantage Respiratory's TDDD license, number 02-2365450.
5. Advantage Respiratory agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Advantage Respiratory agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well

as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Advantage Respiratory of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Advantage Respiratory by the Board and will NOT discharge Advantage Respiratory from any obligation under the terms of this Agreement.

7. Advantage Respiratory agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Advantage Respiratory understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Advantage Respiratory will operate.
10. Advantage Respiratory waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0455

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0148
I-2021-1798**

**Edgewood Manor of Greenfield
License No. 02-2321050
c/o Stephanie Davis
850 Nellie Street
Greenfield, OH 45123**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Edgewood Manor of Greenfield (Edgewood Manor) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Edgewood Manor are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Edgewood Manor is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2321050.

FACTS

1. The Board initiated an investigation of Edgewood Manor, Terminal Distributor of Dangerous Drugs license number 022321050, related to Edgewood Manor's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about May 11, 2023, the Board sent a Notice of Opportunity for Hearing to Edgewood Manor, which outlined the allegations and

provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Edgewood Manor neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 11, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Edgewood Manor agrees to pay to the Board a monetary penalty in the amount of \$950.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Edgewood Manor's TDDD license, number 02-2321050.
5. Edgewood Manor agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Edgewood Manor agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Edgewood Manor of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Edgewood

Manor by the Board and will NOT discharge Edgewood Manor from any obligation under the terms of this Agreement.

7. Edgewood Manor agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Edgewood Manor understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Edgewood Manor will operate.
10. Edgewood Manor waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0456

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:

**CASE No. A-2022-0171
I-2022-0323**

Piketon Nursing Center
License No. 02-2863600
c/o Thomas Barr
300 Overlook Drive
Piketon, OH 45661

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Piketon Nursing Center (Piketon) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Piketon are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Piketon is a licensed Terminal Distributor of Dangerous Drugs under license number 022863600.

FACTS

1. The Board initiated an investigation of Piketon, Terminal Distributor of Dangerous Drugs license number 022863600, related to Piketon's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about May 11, 2023, the Board sent a Notice of Opportunity for Hearing to Piketon, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Piketon neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 11, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Piketon agrees to pay to the Board a monetary penalty the amount of \$350.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Piketon's TDDD license, number 02-2863600.
5. Piketon agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Piketon agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Piketon of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Piketon by the Board and will NOT discharge Piketon from any obligation under the terms of this Agreement.
7. Piketon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Piketon understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Piketon will operate.
10. Piketon waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0457

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0656**

Justine Marie Stantz, CPhT
License No. 09-300491
8183 County Road 12
Bryan, Ohio 43506

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Justine Marie Stantz for the purpose of resolving all issues between the parties relating to the Board investigation of working at Rings Pharmacy, located at 221 W. Main Street, Montpelier, Ohio, without a valid registration as a certified pharmacy technician. Together, the Board and Justine Marie Stantz are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Justine Marie Stantz is a certified pharmacy technician in the state of Ohio under registration number 09-300491.

FACTS

1. The Board initiated an investigation of Justine Marie Stantz, certified pharmacy technician registration number 09-300491, related to Justine Marie Stantz's working as a certified pharmacy technician at Rings Pharmacy without maintaining a valid registration as a certified pharmacy technician.
2. On or about May 12, 2023, the Board sent a Notice of Opportunity for Hearing to Justine Marie Stantz which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Justine Marie Stantz neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 12, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Justine Marie Stantz agrees to pay to the Board the amount of amount of \$300.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Justine Marie Stantz's certified pharmacy technician registration, number 09-300491.
5. Justine Marie Stantz agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Justine Marie Stantz understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Justine Marie Stantz agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Justine Marie Stantz explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2023-0458

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0219
Provisional Dispensary License No.: MMD.04090**

**Ohio Holistic Health, LLC
215 W. Fifth St.
Delphos, OH 45356**

**c/o Scott Zuckerman
1835 Wilshire Blvd.
Piqua, OH 45356**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Ohio Holistic Health, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the Parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04090.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KR698 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 215 W. Fifth Street, Delphos, Ohio 45356. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.

7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0219 (the "Notice").
11. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or

before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
 9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
 10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
 11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 12. Licensee is represented by counsel and counsel has reviewed this agreement.
 13. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
 14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
 18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
-

R-2023-0459

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0225
Provisional Dispensary License No.: MMD.04074**

**Shangri-La Dispensary Ohio, LLC
100 Clarence F. Warner Drive
Monroe, OH 45050**

**c/o Nevil Patel
1401 Creekwood Parkway
Columbia, MO 65202**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Shangri-La Dispensary Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04074.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #FS476 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 100 Clarence F. Warner Drive, Monroe, Ohio 45050.. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.
8. Prior to May 12, 2023, Licensee submitted a request to the Board for an additional Variance pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
9. The Board denied Licensee's request for an additional Variance.
10. On or about May 15, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0225 (the "Notice").

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license

record. To pay this fine, Licensee must login to www.license.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.license.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

12. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
17. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0460

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0655**

**Roxanne Metzger, CPhT
License No. 09-112560
15587 County Road 12
Montpelier, Ohio 43543**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Roxanne Metzger for the purpose of resolving all issues between the parties relating to the Board investigation of working at Rings Pharmacy, located at 221 W. Main Street, Montpelier, Ohio, without a valid registration as a pharmacy

technician trainee. Together, the Board and Roxanne Metzger are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Roxanne Metzger, at the time the conduct occurred, was a registered pharmacy technician trainee in the state of Ohio under registration number 09-112560. On October 5, 2022, Roxanne Metzger was registered as a Certified Pharmacy Technician in the state of Ohio under registration number 09-317684.

FACTS

1. The Board initiated an investigation of Roxanne Metzger, pharmacy technician trainee registration number 09-112560, related to Roxanne Metzger's working as a pharmacy technician trainee at Rings Pharmacy without maintaining a valid registration as a pharmacy technician trainee.
2. On or about May 12, 2023, the Board sent a Notice of Opportunity for Hearing to Roxanne Metzger which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.

2. Roxanne Metzger neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 12, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Roxanne Metzger agrees to pay to the Board the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Roxanne Metzger's pharmacy technician trainee registration, number 09-112560.
5. Roxanne Metzger agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Roxanne Metzger understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Roxanne Metzger agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Roxanne Metzger explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0461

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0221
Provisional Dispensary License No.: MMD.04081**

**Big Perm's Dispensary Ohio, LLC
544 Richland Avenue
Athens, OH 45701**

**c/o Sara Pressler
5235 Southern Avenue Ste. 106
Box 268
Mesa, AZ 85206**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Big Perm's Dispensary Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the Parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04081.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #HR454 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 544 Richland Avenue, Athens, Ohio 45701. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.

8. Licensee failed to request an additional variance.
9. On or about May 15, 2023, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0221 (the "Notice").
10. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023,

and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.

10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0462

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2023-0222
Provisional Dispensary License No.: MMD.04122**

**Big Perm's Dispensary Ohio, LLC
1100 McArthur Rd. NW
Suite 1122
Jeffersonville, OH 43128**

**c/o Sara Pressler
5235 Southern Avenue Ste. 106
Box 268
Mesa, AZ 85206**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement ("Agreement") is entered into by the State of Ohio Board of Pharmacy ("Board") and Big Perm's Dispensary Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the Parties."

This Agreement shall be effective as of the date it has been signed by all of the Parties.

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04122.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #YN834 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.

2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 51100 McArthur Rd. NW, Suite 1122, Jeffersonville, Ohio 43128.. (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location by February 11, 2023, within two hundred seventy days after the provisional dispensary license was issued, as required in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. The Board granted Licensee's request for a Variance for a period of 90 days, requiring Licensee to commence operations by May 12, 2023.
7. Licensee failed to commence operations by May 12, 2023.
8. Licensee failed to request an additional variance.
9. On or about May 15, 2023, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0222 (the "Notice").
10. Licensee timely requested a hearing in response to the Notice.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before June 1, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart.
4. The Board agrees to grant to Licensee a 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023.
5. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023,

the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

7. If the Board has granted variances to Licensee consistent with paragraphs 4, 5 and 6 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before August 11, 2023, the Licensee must pay to the Board a thirty-thousand dollar (\$30,000) monetary fine on or before August 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before August 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until September 10, 2023. If Licensee fails to pass a final inspection on or before August 11, 2023 and fails to pay the monetary penalty on or before August 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about May 15, 2023 shall be held in abeyance.

14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0463

Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0654**

**Steven William Rings, RPh
License No. 03-215688
10054 County Road 12
Montpelier, Ohio 43543**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Steven William Rings, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing duties of pharmacy technicians without obtaining and/or maintaining appropriate registrations with the Board. Together, the Board and Steven Rings are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Steven Rings is a licensed pharmacist in the state of Ohio under license number 03-215688.
3. Steven Rings, was formerly the Responsible Person and owner of Rings Pharmacy, located at 221 W. Main Street, Montpelier, Ohio.

FACTS

1. The Board initiated an investigation of Steven Rings, pharmacist license number 03-215688, and Rings Pharmacy, related to employees of Rings Pharmacy performing duties of pharmacy technicians without obtaining and/or maintaining appropriate registrations with the Board.
2. On or about May 15, 2023, the Board sent a Notice of Opportunity for Hearing to Steven Rings, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Steven Rings neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 15, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Steven Rings agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Steven Rings's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Steven Rings's pharmacist license, number 03-215688.
5. Steven Rings agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Steven Rings understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Steven Rings agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Steven Rings explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0464

After votes were taken in public session, the Board adopted the following order in the Matter of **Buzzed Ventures, LLC, Chicago, IL.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0290)

IN THE MATTER OF:
Buzzed Ventures, LLC
c/o Barbara Zaveduk, Registered Agent
6331 N. Merrimac Avenue
Chicago, Illinois 60646
Application No.: XY863
Application District: Northeast 6
Application Dispensary Address: 1954-58 Elm Street, Warren, OH
44833

INTRODUCTION

Buzzed Ventures, LLC (“Buzzed Ventures”) came for hearing on November 2, 2022, before Hearing Examiner Keith E. Golden, Esq. The State of Ohio Board of Pharmacy (Board), considered the matter on June 5, 2023, before the following members of the Board: Shawn Wilt, RPh, Presiding; Trina Buettner, RPh, Vice President; T.J. Grimm, RPh; Jeff Huston RPh, and Rich Miller, RPh. Victor Goodman, Public Member, abstained.

Respondent was represented by Lloyd Pierre-Louis and Jon Lovey. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the administrative record in this matter, consisting of the following items:

- 1) Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application XY863 and Medical Marijuana Dispensaries Ordinance), dated May 17, 2022, and attached hereto as Exhibit A;
- 2) Hearing Examiner's Scheduling Order, dated June 23, 2022;
- 3) USPS Tracking Record, dated June 29, 2022;
- 4) Hearing Examiner's Scheduling Order, dated September 22, 2022;
- 5) USPS Tracking Record, dated September 27, 2022;
- 6) State's Exhibits and Witness List, which included the following Exhibits:

1. RFA II Presentation
2. FAQ from April 2021
3. Request for Applications / Instructions
4. Application (preview)
5. Q&A Round 1
6. Q&A Round 2
7. Number of Applications Received by District
8. Drawing Results
9. FAQ from January 2022
10. List of Provisional Dispensary Licenses
11. Summary of PDLs Awarded
12. Presentation from May 2022
13. FAQ from May 2022
14. Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Scheduling Order
18. Application of Respondent (without Attachments and Section B)
19. Site Plan (attached to application)
20. 500 foot survey (attached to application)
21. Google Maps Aerial View
22. Request for Clarification and Response
23. Photos

- 7) Buzzed Ventures' Exhibits and Witness List, which included the following Exhibits:

- A. Applicant's Application as Submitted (relevant excerpts site specific plan)
 - B. Application Instructions
 - C. Rule 3796:6-2-02(final rule filed)
 - D. Board Q&A 1
 - E. Board Q&A 2
 - F. Response from Board to Applicant
 - G. Response from Applicant to Board
 - H. May 16, 2022 Board Minutes
 - I. Notice of Intent to Deny Applicant's Application
 - J. Include Definition
 - K. Identify Definition
 - L. Definition Demonstration
 - M. Rule 3796:6-2-02
-
- 8) Buzzed Ventures' Pre-Hearing Brief, dated October 24, 2022;
 - 9) Post Hearing Order, dated November 3, 2022;
 - 10) Buzzed Ventures' Post-Hearing Brief, dated January 18, 2023;
 - 11) State's Post-Hearing Brief, dated January 31, 2023
 - 12) Petitioner's Reply Brief, dated February 23, 2023;
 - 13) Transcript of November 2, 2022 Hearing;
 - 14) Hearing Examiner's Report and Recommendation, dated April 4, 2023, and attached hereto as Exhibit B;
 - 15) Proof of Service of Report and Recommendation, dated, April 18, 2023.

DECISION OF THE BOARD

After thorough review of the administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Golden's Report and Recommendation, attached hereto as Exhibit B, as it relates to the Board's May 17, 2022, Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License with Attachments of Buzzed Ventures, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the submitted application number XY863 was not complete because, under Ohio Adm. Code 3796:6-2-02(B)(7)(e), Buzzed Ventures was required to submit a site-specific floor plan including and identifying "an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made

pursuant to a standard operating procedure approved by the board." The floor plan submitted with application number XY863 failed to include and identify "an enclosed delivery bay or other equally secured delivery area" that meets the requirements of Ohio Adm.Code 3796:6-3-06(D). Accordingly, Buzzed Ventures has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-04(B) in order to be awarded a provisional dispensary license by the Board.

The Board confirms and approves the Report and Recommendation of Hearing Examiner Golden, and denies Buzzed Ventures, LLC's application, Application No. XY863, for a provisional dispensary license.

Mr. Miller moved to confirm and approve the Hearing Examiner's Findings of Fact; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

Mr. Miller moved to confirm and approve the Hearing Examiner's Conclusions of Law; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

Mr. Miller moved to confirm and approve the Hearing Examiner's recommendation; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

SO ORDERED.

R-2023-0465

After votes were taken in public session, the Board adopted the following order in the Matter of **LMTT, LLC, Minerva, Ohio**.

**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER**
(Case Number A-2022-0191)

IN THE MATTER OF:
LMTT, LLC
c/o Jeffrey Cox, Primary Contact
4811 Emerson Avenue, Suite 211

Palatine, IL 60067
Application No.: FJ446
Application District: Northeast-4
Application Dispensary Address: 950 Valley Street, Minerva, Ohio,
44567

INTRODUCTION

Respondent LMTT, LLC (LMTT) came for hearing on August 17, 2022 and February 21, 2023 before Hearing Examiner William C. Greene. The matter subsequently came for consideration by the State of Ohio Board of Pharmacy (Board) on June 5, 2023, before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; Victor Goodman, *Public Member*, abstained from the proceedings.

Respondent was represented by Tom Haren and Patrick Walsh, Frantz Ward LLP. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the administrative record in this matter, consisting of the following items:

- 16) Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application FJ446 and Medical Marijuana Dispensaries Ordinance), dated May 17, 2022, and attached hereto as Exhibit A;
- 17) Hearing Examiner's Entry and Order, filed June 6, 2022;
- 18) USPS Tracking Record, dated June 27, 2022;

4) Joint Exhibits, filed August 16, 2022, which included the following Exhibits:

1. RFAII Presentation
2. FAQ from April 2021
3. Request for Applications/Instructions
4. Application (preview)
5. Q&A Round 1
6. Q&A Round 2
7. Number of Applications Received by District
8. Drawing Results
9. FAQ from January 2022
10. List of Provisional Dispensary Licenses
11. Summary of PDLs Awarded
12. Presentation from May 2022
13. FAQ from May 2022
 - 14a. Notice Letter
 - 14b. Attachment to Notice Letter
 15. Request for Hearing
 16. First Hearing Letter
 17. Request for Clarification
 18. Response to Request for Clarification
 19. Application (without exhibits or Section B)
 20. Site Plan Attached to Application
 21. Survey Attached to Application
 22. Stipulations of the Parties

5) State's Witness List and Exhibits, filed August 11, 2022 and February 21, 2023, which included the following exhibits:

1. Carroll County GIS Maps
2. Carroll County Auditor
 - 3a Incorporation Documents for Grace Chapel of Minerva
 - 3b Corporate Change of Name
4. Certificate of Continued Existence
 5. IRS Publication 78
 6. Photos of 825 Valley St.
 7. Photos of Proposed Dispensary
 8. Tax Document-February 2022
 9. Tax Document-July 2022
 10. Sworn Statement of Pastor Henman 12/2/2022
 11. Sworn Statement of Pastor Henman 1/5/2023
 12. Certificate of Occupancy 12/8/2022
 13. Documents of Stark County, Building Permit for Grace Chapel 7/20/2021

14. Order of the State of Ohio Board of Pharmacy, Case No. A-2022-0191, 1/20/2023

- 6) Transcripts of August 17, 2022 hearing;
- 7) Transcripts of February 21, 2023 hearing;
- 8) LMTT's Motion for Preliminary Ruling, Filed August 15, 2022;
- 9) State's Response to Preliminary Ruling, Filed August 15, 2022;
- 10) Preliminary Ruling of Hearing Officer, filed August 16, 2022;
- 11) State's Pre-Hearing Brief, filed August 15, 2022;
- 12) Hearing Brief of LMTT, LLC, filed August 17, 2022;
- 13) LMTT's Closing Brief, filed September 29, 2022;
- 14) Hearing Examiner's Report and Recommendation, filed November 1, 2022, and attached hereto as Exhibit B;
- 15) Proof of Service of Report and Recommendation, filed November 7, 2022;
- 16) LMTT, LLC's Response and Objections to the Hearing Examiner's Report and Recommendation, filed November 11, 2022;
- 17) State's Motion to Expand the Record (with Exhibits), filed January 5, 2023;
- 18) LMTT's Objections to State's Motion to Expand the Record, filed January 9, 2023;
- 19) State's Reply to LMTT's Objections to State's Motion to Expand the Record, filed January 11, 2023;
- 20) Hearing Examiner's Amended Report and Recommendation, filed April 27, 2023, and attached hereto as Exhibit C;
- 21) Proof of Service of Report and Recommendation, filed May 9, 2023;
- 22) MTT, LLC's Response and Objections to the Hearing Examiner's Amended Report and Recommendation, filed May 9, 2023.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Greene's Amended Report and Recommendation, attached hereto as Exhibit C, as it relates to the Board's May 17, 2022 Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License with Attachments to LMTT, LLC, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the dispensary location is within five hundred feet of the boundaries of a parcel of real estate having on it a church, in violation of R.C. 3796.30(A), R.C. 3796.10(B)(4), and Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i). Accordingly, LMTT, LLC has not demonstrated compliance with Ohio Revised Code Chapter 3796 and the

administrative rules promulgated thereunder. As required by Ohio Adm.Code 3796:6-2-04(B), LMTT, LLC has not met the requirements to be awarded a provisional dispensary license by the Board.

The Board confirms and approves the Report and Recommendation of Hearing Examiner Greene, and denies LMTT, LLC's application, Application No. FJ446, for a provisional dispensary license.

Mr. Miller moved to confirm and approve the Hearing Examiner's Findings of Fact; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

Mr. Miller moved to confirm and approve the Hearing Examiner's Conclusions of Law; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

Mr. Miller moved to confirm and approve the Hearing Examiner's recommendation; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0/Abstain-1).

SO ORDERED.

R-2023-0466

After votes were taken in public session, the Board adopted the following order in the Matter of **Sizzle Cannabis, LLC, Piqua, Ohio.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0223)

IN THE MATTER OF:
Sizzle Cannabis, LLC
c/o Kenneth Hayes, Registered Agent
3314 N. Hoyne Avenue
Application No.: UA353
Application District: Southwest 3
Application Dispensary Address: 645 W. Water Street, Piqua, OH
45356

INTRODUCTION

Sizzle Cannabis, LLC ("Sizzle") came for hearing on three separate days, October 19, 2022, November 28, 2022, and December 15, 2022 before Hearing Examiner William Greene, Esq. On Monday, June 5, 2023, the parties made an oral address to the State of Ohio Board of Pharmacy (Board), and the Board considered the matter on Tuesday, June 6, 2023, before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, *Vice President*; T.J. Grimm, RPh; Jeff Huston RPh, and Rich Miller, RPh. Victor Goodman, *Public Member*, abstained. Mindy Ferris, RPh, was not present for oral address and abstained.

Respondent was represented by Mark Godsey and Jon Loevy. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the administrative record in this matter, consisting of the hearing transcript, Hearing Examiner Greene's Report and Recommendation, and the exhibits, including the following items:

- 19) Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application UA353 and Medical Marijuana Dispensaries Ordinance), dated October 14, 2022, and attached hereto as Exhibit A;
- 20) Hearing Examiner's Scheduling Order, dated July 5, 2022;
- 21) USPS Tracking Record, dated July 22, 2022;
- 22) Hearing Examiner's second Scheduling Order, dated August 26, 2022;
- 23) USPS Tracking Record, dated September 8, 2022;
- 24) State's Exhibits and Witness List, which included the following Exhibits:
 24. RFA II Presentation
 25. FAQ from April 2021
 26. Request for Applications / Instructions
 27. Application (preview)
 28. Q&A Round 1
 29. Q&A Round 2
 30. Number of Applications Received by District
 31. Drawing Results
 32. FAQ from January 2022
 33. List of Provisional Dispensary Licenses
 34. Summary of PDLs Awarded
 35. Presentation from May 2022
 36. FAQ from May 2022

- 14a. Notice Letter
- 14b. Attachment to Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Current Scheduling Order
18. Application of Respondent (without Attachments and Section B questions)
19. Site Plan (attached to application)
20. 500 foot survey (attached to application)
21. First Request for Clarification
22. Response to First Request for Clarification
23. Second Request For Clarification
24. Response to Second Request for Clarification
25. Amended Notice Letter
26. Iglesia Ni Cristo Website
27. Iglesia Ni Cristo Director
28. Photos of Church
29. Application of Loomin (Piqua)
30. Application of Inspired Ohio (Piqua)
31. Attestation for Sizzle Cannabis (attached to application)
32. Hayes Interview Audio Clip #1
33. Hayes Interview Audio Clip #2
34. Hayes Interview Audio Clip #3
35. Hayes Interview Audio Clip #4
36. Gould Interview Audio Clip #1
37. Gould Interview Audio Clip #2
38. Medvin Interview Audio Clip #1
39. Medvin Interview Audio Clip #2
40. Statement of Nathaniel Indiongco
41. Gould Interview Clip 3
42. Q&A Round 2
- 43a. Transcript from Audio (Hayes Interview)
- 43b. Transcript from Audio (Gould Interview)
- 43c. Transcript from Audio (Medvin Interview)
44. Ford Transit Van Specifications

25) Sizzle's Exhibits and Witness List, which included the following Exhibits:

1. Photos and Zoning Department Documents
2. Google Business Listing
3. Photographs of House and Mailbox
4. Zises Application
5. Deaver Application

- 26) Transcript of October 19, 2022 Hearing;
- 27) Transcript of November 28, 2022 Hearing;
- 28) Transcript of December 15, 2022 Hearing;
- 29) Sizzle Post Hearing Brief, dated January 20, 2023;
- 30) State's Post Hearing Brief, dated January 20, 2023;
- 31) Sizzle's Post-Hearing Reply Brief, dated February 23, 2023;
- 32) State's Post-Hearing Reply Brief, dated February 1, 2023;
- 33) Petitioner's Proposed Statement of Facts and Conclusions of Law, dated February 28, 2023;
- 34) Hearing Examiner's Report and Recommendation, dated March 20, 2023, and attached hereto as Exhibit B;
- 35) Proof of Service of Report and Recommendation, dated April 10, 2023
- 36) State's Request to Address Board, dated May 23, 2023
- 37) Notice to Sizzle Cannabis, LLC – State's Request to Address Board granted, dated May 25, 2023
- 38) Sizzle Cannabis, LLC Request to Address Board, dated June 1, 2023

FINDINGS OF FACT

After thorough review of all documents related to the case, and consideration of the oral address made to the Board, the Board hereby confirms and approves Hearing Examiner Greene's Findings of Fact, as attached hereto as Exhibit B, as it relates to the Board's October 14, 2022 Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License with Attachments to Sizzle Cannabis, but also modifies the report to include additional findings of fact. Specifically, the Board modifies the Findings of Fact as follows:

As to the last paragraph of the Findings of Fact, the Board modifies paragraph #20 of the report to include additional facts relating to the incomplete application. Specifically, the board modifies the last paragraph to read (insertions bolded):

Sizzle's proposed dispensary site plan does not have an enclosed delivery bay area. **Although** an enclosed delivery bay area can be constructed on Sizzle's proposed dispensary site, **in order for an application to be complete an application must include a site-specific plan including an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made pursuant to a standard operating procedure approved by the board. Respondent was given the opportunity during the application process to amend their plan to include the enclosed delivery bay; however, they did not do so.**

CONCLUSIONS OF LAW

Based on the evidence in the record, the Board further confirms and approves Hearing Examiner Greene's Conclusions of Law, as set forth in the Report and Recommendation, attached hereto as Exhibit B, but also modifies the report to include additional conclusions of law, and strike other findings, as approved by the Board. Specifically, the Board modifies the Conclusions of Law in regard to the "Enclosed Delivery Bay or Equally Secure Delivery Area" to also include (insertions bolded/deletions with strikethrough):

Sizzle's site plans do not include an enclosed delivery bay area. Mr. Carpenter's testimony regarding armed security guards being equally secure is not persuasive. ~~However, according to Mr. Wimberly and Mr. Carpenter, Sizzle's proposed dispensary site can accommodate an enclosed delivery bay. Sizzle should be given the opportunity to request a variance and modify its site plan to include an enclosed delivery bay.~~

Based on the foregoing analysis, 611 West High Street, Piqua, Ohio is not a church, Sizzle's responses to application questions C-1.2, C-1.3, and C-1.4 are not false or misleading. Sizzle's site plan does not include an enclosed delivery bay. **The Board's denial of the requested license based on an incomplete application should be upheld due to Respondent's failure to include an enclosed delivery bay or other equally secured delivery area as approved by the board as required by Ohio Adm.Code 3796:6-2-02(B)(7). The submitted application number UA353 was not complete because, under Ohio Adm.Code 3796:6-2-02(B)(7)(e), Sizzle was required to submit a site-specific floor plan including and identifying "an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made pursuant to a standard operating procedure approved by the board." The floor plan submitted with application number UA353 failed to include and identify "an enclosed delivery bay or other equally secured delivery area" that meets the requirements of Ohio Adm.Code 3796:6-3-06(D). Accordingly, Sizzle Cannabis has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-**

04(B) in order to be awarded a provisional dispensary license by the Board.

DECISION OF THE BOARD

Because Sizzle did not submit a site-specific floor plan including and identifying “an enclosed delivery bay or other equally secured delivery area” in its initial application filed on XXXX, or in response to the Board’s clarification requests, the Board concludes that Sizzle’s Application No. UA353 is incomplete and not compliant with the requirements of the application or of the administrative rules. Accordingly, pursuant to Section 3796.10 of the Ohio Revised Code and Rule 3796:6-2-04 of the Ohio Administrative Code, and after consideration of the record, the Board rejects and disapproves the recommendation of Hearing Officer Greene that the Board issue a provisional dispensary license to Sizzle Cannabis.

The Board confirms and approves with modifications the Findings of Fact and Conclusions of Law. Based on the Findings of Fact and Conclusions of Law, and after consideration of the record as a whole, the Board disapproves the recommendation contained in the Report and Recommendation of Hearing Examiner Greene, and denies Sizzle Cannabis, LLC’s application, Application No. UA353, for a provisional dispensary license.

Mr. Miller moved to confirm and approve the Hearing Examiner’s Findings of Fact, with the modifications as set forth herein; Ms. Buettner seconded the motion. Motion passed (Yes-4/No-0/Abstain-1).

Mr. Miller moved to confirm and approve the Hearing Examiner’s Conclusions of Law, with the modifications as set forth herein; Ms. Buettner seconded the motion. Motion passed (Yes-4/No-0/Abstain-1).

Mr. Miller moved to disapprove the Hearing Examiner’s recommendation and deny the issuance of a provisional dispensary license to Sizzle Cannabis, LLC, Application No. UA353; Ms. Buettner seconded the motion. Motion passed (Yes-4/No-0/Abstain-1).

SO ORDERED.

R-2023-0467

After votes were taken in public session, the Board adopted the following order in the Matter of **Sophia Chapman, Lawrenceburg, IN.**

**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN
PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER**
(Case No. A-2022-0573)

In the Matter of Sophia Chapman:

Sophia Chapman
2090 Picnic Lawn Drive #64
Lawrenceburg, IN 47025
Pharmacy Technician Trainee, no. 09-121747

INTRODUCTION

Sophia Chapman (Respondent) was issued a Pharmacy Technician Trainee Registration (No. 09-121747) on November 22, 2021. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on October 20, 2022. Respondent timely requested a hearing, and the Matter of Sophia Chapman came for hearing before Hearing Examiner David G. Hasselback on February 23, 2023. Respondent was not present at the hearing, and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via certified mail, return receipt requested, on or about April 5, 2023. The matter subsequently came for consideration by the Board on June 5, 2023, before the following members: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Mindy Ferris, RPh; Jason George, RPh; and Christine Pfaff, RPh were absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: the State's Exhibits, the hearing transcript, and Hearing Examiner Hasselbeck's Report and Recommendation.

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and adopts the Findings of Fact contained in Hearing Examiner Hasselback's Report and Recommendation.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and adopts the Conclusions of Law contained in Hearing Examiner Hasselback's Report and Recommendation.

Based on a thorough review of the administrative record, and the findings of fact (Paragraph (1) above) and conclusions of law (Paragraph (2) above) made by the Board in this matter, the Board hereby modifies Hearing Examiner Hasselback's Report and Recommendation and removes the summary suspension and suspends indefinitely Sophia Chapman's Registered Pharmacy Technician registration number 09-121747 as of the mailing of this order.

Sophia Chapman, pursuant to Rule 4729:3-1-01(BB) of the Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

Further, Ms. Chapman may only apply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, if she provides satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to perform the duties of a pharmacy technician, to include at minimum, unless otherwise approved by the Board:

- a. Successful completion of a Board-approved or court-ordered treatment program; and
- b. Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.

Ms. Buettner moved to confirm and adopt the Hearing Examiner's Findings of Fact; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

Ms. Buettner moved to confirm and adopt the Hearing Examiner's Conclusions of Law; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

Ms. Buettner moved to modify the Hearing Examiner's recommendation, as described above; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

R-2023-0468

After votes were taken in public session, the Board adopted the following order in the Matter of **Kiel J. Abele, Toledo, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0561)

In The Matter Of:

Kiel J. Abele, RPh

3157 Sylvania Avenue
Toledo, Ohio 43613
(License no. 03-129707)

INTRODUCTION

On March 29, 2022, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Kiel J. Abele (Respondent) via certified mail, return receipt requested to Respondent's address of record. That mailing was returned to the Board. On October 3, 2022, the Board located a new address of record and issued the Notice via certified mail, return receipt requested. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124,

129 (10th Dist.1996) on June 6, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Jason George, RPh and Christine Pfaff, RPh; Absent.

Kiel Abele was not present and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Homer Chapa – Agent of the Board

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Spreadsheet #1
3. Spreadsheet #2

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. From on or about September 2, 2019 to on or about March 9, 2020, while Kiel Abele was working as a floater pharmacist at various Rite Aids, including Rite Aid #2340, 2434 W. Laskey Road Toledo, Ohio, Kiel Abele received reimbursements for prescriptions by using the EZRX discount program. It was discovered that Kiel Abele edited patients' prescriptions that were marked as "sold" in the pharmacy's system. Kiel Abele would delete the original prescription number, create a new prescription number, and edit the insurance information by inserting his personal Affiliate EZRX discount card

number as the insurance discount. Each time Kiel Abele did this, he would change the original prescription to "sold" and remove it from will call. When Kiel Abele edited the prescription with his EZRX discount card number, the pharmacy's system would put the prescription back into will call. The EZRX discount program reimbursed Kiel Abele \$2.00 for each prescription to which he assigned his personal Affiliate EZRX discount number.

2. Pharmacy records from on or about September 2, 2019 to March 9, 2020, indicate Kiel Abele edited at least 475 prescriptions to include his EZRX information. EZRX received patient information for each prescription he edited, including: patient name, patient address, drug name. Kiel Abele's employer sent a letter to each patient indicating the breach of HIPAA had occurred due to his actions.
3. On or about March 18, 2020, Kiel Abele spoke with an agent of the Board. He admitted:
 - a. He received a call from EZRX and thought it was a good way to donate money to his Alma Mater and save customers money on prescriptions. He signed up for an Affiliate EZRX discount card in December 2019.
 - b. He received \$2.00 for every prescription he altered.
 - c. He received approximately three checks totaling \$1,150.00. All checks were payable to Kiel Abele.
 - d. He edited prescriptions that had been marked as sold within Rite Aid's NexGen dispensing software system.
 - e. He edited approximately 592 prescriptions using his personal EZRX card.
 - f. The patients were not present when he edited their prescriptions. The patients were not aware he did this; it was done without their consent.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of Section 2913.02(A) of the ORC, theft.
2. Such conduct as set forth in the Findings of Fact, each constitutes a violation of each of the following divisions of Rule 4729:5-3-05(A) of the OAC as effective April 1, 2018: Records relating to the practice

of pharmacy, the administration of drugs, or any patient specific drug transaction are not a public record. A person having custody of, or access to, such records shall not divulge the contents thereof, or provide a copy thereof, to anyone except as listed in (A)(1) through (A)(9) of this section.

3. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
4. Such conduct as set forth in the Findings of Fact, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective May 1, 2018:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m); and

- d. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(p).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-129707 held by Kiel Abele and such suspension is effective as of the date of the mailing of this Order.

Kiel Abele, pursuant to Rule 4729:1-1-01(T) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs and/or medical marijuana during such period of suspension.

Further, after six months from the effective date of this Order, the Board will consider any petition filed by Kiel Abele for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement.

Pursuant to Section 4729.56 of the Ohio Revised Code, the Board imposes a monetary penalty in the amount of \$5,000.00 on Kiel Abele's license to practice pharmacy. This fine will be attached to Kiel Abele's license record and must be paid prior to petitioning the Board for reinstatement. To pay this fine Kiel Abele must login to www.elicense.ohio.gov and process the items in the cart.

If reinstatement is not accomplished within three years of the effective date of this Order, Kiel Abele must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.

Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Kiel Abele's license.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential

patient health information contained in the record, specifically State's exhibits: 2 and 3.

Ms. Ferris moved for Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes- 6/No- 0).

Ms. Ferris moved for Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes- 6/No- 0).

Ms. Ferris moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes- 6/No- 0).

SO ORDERED.

R-2023-0469

After votes were taken in public session, the Board adopted the following order in the Matter of **Vincent Duncan, Toledo, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0140)

In The Matter Of:

Vincent Duncan, RPh
2607 Parkwood Ave.
Toledo, OH 43610
(License No. 03-216755 (inactive))

INTRODUCTION

On October 28, 2021, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Vincent Duncan, R.Ph. (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on June 6, 2023, before the following members: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Jason George, RPh and Christine Pfaff, RPh; Absent.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. David Rivera, Board Compliance Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. 2016 Renewal
3. 2017 Renewal
4. 2018 Renewal
5. 2019 Renewal (with attachments)

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On Vincent Duncan's pharmacist license renewal application submitted on or about August 8, 2016, Vincent Duncan falsely answered "No" to the question inquiring if "Within the last 18 months: have you been the subject of disciplinary action by any state or federal agency? Your response must include discipline that has been imposed or is pending by the Ohio State Board of Pharmacy."
 - a. On or about July 12, 2016, the State of Michigan Department of Licensing and Regulatory Affairs Bureau of Professional Licensing Board of Pharmacy Disciplinary Committee filed an

Administrative Complaint against Vincent Duncan regarding the practice of pharmacy. Complaint No. 53-16-139838

2. On Vincent Duncan's pharmacist license renewal application submitted on or about September 15, 2017, Vincent Duncan falsely answered "No" to the question inquiring if "Within the last 18 months: have you been the subject of disciplinary action by any state or federal agency? Your response must include discipline that has been imposed or is pending by the Ohio State Board of Pharmacy."
 - a. On or about October 20, 2016, Vincent Duncan entered into a Consent Order and Stipulation with the State of Michigan Department of Licensing and Regulatory Affairs Bureau of Professional Licensing Board of Pharmacy Disciplinary Committee regarding an Administrative Complaint filed against him regarding the practice of pharmacy on July 12, 2016. Vincent Duncan's license to practice pharmacy in the state of Michigan was suspended for a minimum period of one day and was to be reinstated when proof provided that he was no longer working as a pharmacist-in-charge, he was not to be a pharmacist-in-charge for a minimum of two years from the reinstatement of his license, he was placed on probation for a minimum of two years, and he was fined \$10,000. Complaint No. 53-16-139838.
3. On Vincent Duncan's pharmacist license renewal application submitted on or about August 19, 2019, Vincent Duncan answered "Yes" to the question inquiring if "In the last 18 months, have you ever been subject of, or are there allegations pending for, disciplinary action by any state or federal agency; even if subsequently dismissed or resolved without formal discipline?"
 - a. On or about June 12, 2019, Vincent Duncan entered into a Consent Order and Stipulation with the State of Michigan Department of Licensing and Regulatory Affairs Bureau of Professional Licensing Board of Pharmacy Disciplinary Committee regarding an Administrative Complaint filed against Vincent Duncan regarding his violation of the Public Health Code, MCL 333.1101 et seq. on March 19, 2019. Vincent Duncan agreed to voluntarily and permanently surrender his license to practice pharmacy in the state of Michigan and to pay a fine of \$500. Complaint No. 53-18-154201.

CONCLUSIONS OF LAW

1. Such conduct as set forth in Findings of Fact paragraph (1) constitutes a violation of the following divisions of section 4729.16 of the ORC, as effective March 19, 2015:
 - a. Guilty of willfully violating, conspiring to violate, attempting to violate, or aiding and abetting the violation of any of the provisions of this chapter...or any rule adopted by the board under those provisions ORC Section 4729.16(A)(5); and
 - b. Has committed fraud, misrepresentation, or deception in applying for or securing a license or identification card issued by the board under this chapter or under Chapter 3715. or 3719. of the Revised Code, ORC Section 4729.16(A)(10).
2. Such conduct as set forth in Findings of Fact paragraph (2) constitutes a violation of the following divisions of (A)(2) of section 4729.16 of the ORC, as effective April 6, 2017:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2)(b); and
 - b. Committed fraud, misrepresentation, or deception in applying for or securing a license or identification card issued by the board under this chapter or under Chapter 3715. or 3719. of the Revised Code; ORC Section 4729.16(A)(2)(j).
3. Such conduct as set forth in Findings of Fact paragraph (3) constitutes a violation of the following divisions of section 4729.16(A) of the ORC, as effective September 29, 2017:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (B)(2)(b); and
 - b. Violated...any of the provisions of this chapter 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(B)(2)(e); and
 - c. Engaged in any conduct for which the board may imposed discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(B)(2)(l).

4. Such conduct as set forth in Findings of Fact paragraphs (1) and (2) each constitutes a violation of each of the following divisions of Rule 4729-5-04 of the OAC as effective April 28, 2016:
 - a. Violated any state or federal law or rule regardless of the jurisdiction in which the acts were committed, OAC Rule 4729-5-04(A); and
 - b. Violated...any of the provisions of Chapters 4729., 3715., 3719....of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729-5-04(B).
5. Such conduct as set forth in Findings of Fact paragraph (3) constitutes a violation of each of the following divisions of Rule 4729:1-4-01 of the OAC, as effective May 1, 2018:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapters 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m); and
 - d. Has been the subject of the following by the drug enforcement administration or licensing agency of any state or jurisdiction: a disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:1-4-01(B)(2)(o)(i); and
 - e. Has been the subject of the following by the drug enforcement administration or licensing agency of any state or jurisdiction: A disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing,

compounding, supplying or selling a controlled substance or other dangerous drug, OAC Rule 4729:1-4-01(B)(2)(o)(ii).

DECISION OF THE BOARD

Pursuant to Section 4729.56 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$500.00 on Vincent Duncan's license to practice pharmacy. This fine will be attached to Vincent Duncan's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Vincent Duncan must login to www.elicense.ohio.gov and process the items in your cart.

Mr. Grimm moved for Findings of Fact; Ms. Ferris seconded the motion. Motion passed (Yes- 6/No- 0).

Mr. Grimm moved for Conclusions of Law; Ms. Ferris seconded the motion. Motion passed (Yes- 6/No- 0).

Mr. Grimm moved for Action of the Board; Ms. Ferris seconded the motion. Motion passed (Yes- 6/No- 0).

SO ORDERED.

R-2023-0470

After votes were taken in public session, the Board adopted the following order in the Matter of **All Seasons Medical Clinic, Columbus, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0150)

In The Matter Of:

All Seasons Medical Clinic

c/o Dr. Nader Javan
699 Harrisburg Pike
Columbus, OH 43223
(Inactive License No. 02-2883400)

INTRODUCTION

On June 8, 2021, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to All Seasons Medical Clinic (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on June 6, 2023, before the following members: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Rich Miller, RPh.

Jason George, RPh and Christine Pfaff, RPh; Absent.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Keenan Reese, Board Compliance Agent

Respondent's Witnesses:

1. None

State's Exhibits:

6. Notice Letter, with Attachment A, and Proof of Service
7. Inspection Report
8. Email Chain re: Plan of Action, dated April 14, 2021
9. Email Chain re: Plan of Action, dated April 16, 2021
10. Email Chain re: Plan of Action, dated April 16, 2021
11. Notarized Letter from Dr. Javan, dated February 23, 2021
12. Photographs
13. Photographs

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. All Seasons Medical Clinic and Dr. Nader Javan left the TDDD-licensed location of 50 Old Village Road, Columbus, OH 43228 on or around October of 2018 without properly completing a Discontinuation of Business Form and without properly disposing of or transferring the dangerous drugs belonging to All Seasons Medical Clinic. The drugs were discovered by the Franklin County Sheriff's Office when called to the location by a construction contractor. The dangerous drugs abandoned included controlled substances such as fentanyl, testosterone, and Ultracet. A complete listing of the dangerous drugs left at the former licensed location of All Seasons Medical Clinic is identified in Exhibit 1, Attachment A.
2. A Board investigation revealed the following:
 - a. Dr. Javan took over for Dr. Olsen's clinic in January of 2018. In approximately October of 2018, Dr. Javan vacated the suite without notifying the landlord. All Seasons Medical Clinic relocated to 699 Harrisburg Pike, Columbus, OH 43223. The landlord observed medical equipment left in the suite as well as an unlocked closet containing dangerous drugs. The landlord and a contractor had keys and access to the original All Seasons Medical Clinic location at 50 Old Village Road, Columbus, Ohio. The landlord notified Dr. Javan of the discovery of medical equipment and drugs left on the property, but Dr. Javan did not retrieve any of the items. The dangerous drugs were abandoned at the location for approximately two years and four months.
 - b. In an interview with a Board agent, Dr. Javan admitted:
 - i. When he took over the practice at 50 Old Village Road from the deceased Dr. Olsen, he was already practicing at the Harrisburg Pike location;

- ii. He worked two to three days at both facilities per week;
- iii. He had financial issues and could not afford to pay rent; he had not returned to the 50 Old Village Road location since he vacated it.
- iv. He did not submit a discontinuation of business form to the Board;
- v. He left all medical equipment and dangerous drugs at the Old Village Road location, but stated he was not aware there were controlled substances and was not aware he had a responsibility to properly dispose of or transfer the dangerous drugs when he left the 50 Old Village Road location.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective September 29, 2017:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a TDDD within the category of licensure approved by the Board, ORC Section 4729.55(A); and
 - b. A licensed health professional authorized to prescribe drugs...will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC Section 4729.55(B); and
 - c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC Section 4729.55(C).
2. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective September 29, 2017:

- a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7).
3. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729-5-11 of the OAC, as effective February 17, 2017:
 - a. The responsible person to whom the TDDD has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729-5-11(C)(4); and
 - b. The responsible person shall be responsible for ensuring the TDDD requirements are met, including but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code and adequate safeguards to ensure that dangerous drugs are being distributed in accordance with all state and federal laws as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs as required in rule 4729-9-11 of the Administrative Code and maintaining all records relating to the distribution of dangerous drugs OAC Rule 4729-5-11(C)(6).
4. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729-9-11 of the OAC, as effective August 15, 2016:
 - a. Dangerous drugs, exempt narcotics, uncompleted prescription blank(s) used for writing a prescription, D.E.A. controlled substance order forms, hypodermics and poisons must be stored in an area secured by either a physical barrier with suitable locks, which may include a substantially constructed cabinet,

and/or an electronic barrier to deter and detect unauthorized access, OAC Rule 4729-9-11(C)(1); and

- b. All areas where dangerous drugs and devices are stored shall be dry, well-lighted, well-ventilated, and maintained in a clean and orderly condition. Storage areas shall be maintained at temperatures which will ensure the integrity of the drugs prior to their use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling unless otherwise directed by the board. Records relating to the distribution of dangerous drugs shall be maintained in a secure manner that ensures the integrity of the information, OAC Rule 4729-9-11(D); and
 - c. Only individuals authorized under state laws or rules shall have unsupervised access to dangerous drugs, OAC Rule 4729-9-11(E).
5. Such conduct as set forth in the Findings of Fact constitutes a violation of Rule 4729-9-07 of the OAC, as effective October 20, 2015: A terminal distributor of dangerous drugs who plans to discontinue business activities shall file a notice with the board of pharmacy. The notice shall be submitted, in a manner determined by the board, at least thirty days in advance of the proposed date of discontinuing business, unless waived by the board's executive director or the director's designee due to extraordinary circumstances beyond the licensee's control. This notice shall include the information as set forth in (A)(1) through (A)(4).
 6. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective March 1, 2019:
 - a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$6,000.00 on All Seasons Medical Clinic's license. This fine will be attached to All Seasons Medical Clinic's license record and must be paid no later than six months from the effective date of this Order. To pay this fine All Seasons Medical Clinic must login to www.elicense.ohio.gov and process the items in the cart.

Mr. Miller moved for Findings of Fact; Mr. Houston seconded the motion. Motion passed (Yes- 6/No- 0).

Mr. Miller moved for Conclusions of Law; Mr. Huston seconded the motion. Motion passed (Yes- 6/No- 0).

Mr. Miller moved for Action of the Board; Mr. Huston seconded the motion. Motion passed (Yes- 6/No- 0).

SO ORDERED.

R-2023-0471

Mr. Grimm moved that the April 3, 2023, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0, Abstain-1 (Ms. Buettner).

R-2023-0472

Mr. Grimm moved that the April 3-4, 2023, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0, Abstain-1 (Ms. Buettner).

R-2023-0473

Mr. Grimm moved that the April 19, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0, Abstain-1 (Ms. Buettner).

R-2023-0474

Mr. Grimm moved that the May 17, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0, Abstain-1 (Ms. Buettner).

R-2023-0475

Ms. Ferris moved to nominate Ms. Buettner to be the President of the Board for Fiscal Year 2024. The motion was seconded by Mr. Grimm and a rollcall vote was conducted by President Wilt as follows: Buettner-yes; Ferris-yes; Goodman-yes; Grimm-yes; Huston-yes; Miller-yes. (Yes-6/No-0)

R-2023-0476

Ms. Buettner moved to nominate Ms. Ferris to be the Vice President of the Board for Fiscal Year 2024. The motion was seconded by Mr. Grimm and a rollcall vote was conducted by President Wilt as follows: Buettner-yes; Ferris-yes; Goodman-yes; Grimm-yes; Huston-yes; Miller-yes. (Yes-6/ No-0)

1:13 p.m.

Ms. Buettner presented a resolution for Shawn C. Wilt – *President of the State Of Ohio Board of Pharmacy*.

R-2023-0477

Ms. Buettner moved that the Board approve the resolution. The motion was seconded by Mr. Goodman and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

WHEREAS, Shawn C. Wilt, R.Ph.,
following his appointment by Governor John R. Kasich in 2015
and reappointment by Governor Mike DeWine in 2019,
has served the citizens of Ohio with distinction
as a member of the State of Ohio Board of Pharmacy;

WHEREAS, during his commendable term in this appointment,
Mr. Wilt maintained the highest professional standards
and demonstrated the admirable traits of
integrity, intelligence, and impartiality in matters
concerning the profession of pharmacy; therefore

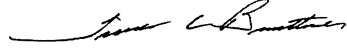
BE IT RESOLVED that we, the Members of
the State of Ohio Board of Pharmacy,
in its one hundred thirty-ninth year,
do hereby express our profound appreciation to
Shawn C. Wilt for his service and recognize him for
his commitment to the health and safety of the citizens of Ohio.

R-2023-0478

Mr. Grimm moved to adjourn the June 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0.

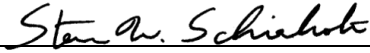
12:19 p.m.

The Board Meeting Adjourned.



Trina Buettner, RPh, President

Date: 07.11.2023



Steven W. Schierholt, Executive Director

Date: 07.11.2023