



**MINUTES OF THE AUGUST 7, 2023**  
**MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

**Monday, August 7, 2023**

**10:00 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:

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

Absent: Jason George, RPh (military leave).

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

**10:01 a.m.** The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Brenda Corbett, Liberty Township, Ohio.**

**R-2024-0114** Ms. Ferris 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 Mr. Wilt and approved by the Board: Yes-7, No-0.

**10:29 a.m.** The deliberation ended and the hearing opened to the public.

**R-2024-0115** After votes were taken in public session, the Board adopted the following order in the Matter of **Brenda Corbett, Liberty Township, Ohio.**

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**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number A-2022-0006)

In The Matter Of:

**Brenda Corbett, RPh**  
8025 Green Lake Drive  
Liberty Township, Ohio 45044  
License no. 03-314233

**INTRODUCTION**

The Matter of Brenda Corbett came for hearing on August 7, 2023 before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; Christine Pfaff, RPh; and Shawn Wilt, RPh.

Jason George, RPh; Absent.

Brenda Corbett was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

**SUMMARY OF EVIDENCE****State's Witnesses:**

1. Brenda Corbett – Respondent

**Respondent's Witnesses:**

1. None

**State's Exhibits:**

1. Notice Letter
2. Board Order
3. Scheduling Order

**Respondent's Exhibits:**

- A. Requirement Review Statement
- B. Letter from OhioPHP – Screen Letter
- C. Successful termination from ILC and Order of the Court

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Brenda Corbett has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2022-0006 dated September 23, 2022.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-314233, held by Brenda Corbett to practice pharmacy in Ohio, effective date of this Order. Further, Brenda Corbett may not serve as a responsible pharmacist for a minimum of one year from the date of reinstatement of her license, absent prior approval of the Board or the Board's probation committee.

Shawn Wilt moved for the Findings of Fact and Decision of the Board; Christine Pfaff seconded the motion. Motion passed (Yes-7/ No-0).

SO ORDERED.

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**10:32 a.m.**

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Elice Martin, Oregon, Ohio.**

**R-2024-0116**

Ms. Ferris 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 Mr. Huston and approved by the Board: Yes-7, No-0.

**11:26 a.m.**

The deliberation ended and the hearing opened to the public.

**R-2024-0117**

After votes were taken in public session, the Board adopted the following order in the Matter of **Elice Martin, Oregon, Ohio.**

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**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number A-2023-0254)

In The Matter Of:

**Elice Martin**

1231 S. Lallendorf Road

Oregon, Ohio 43616

(Suspended License no. 03-127337)

**INTRODUCTION**

The Matter of Elice Martin came for hearing on August 7, 2023 before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, Presiding; Mindy Ferris, RPh, Vice President; Victor Goodman, Public Member; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; Christine Pfaff, RPh; and Shawn Wilt, RPh.

Jason George, RPh; Absent.

Elice Martin was represented by Robert Garrity. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

**SUMMARY OF EVIDENCE****State's Witnesses:**

1. Elice Martin – Respondent

**Respondent's Witnesses:**

1. Elice Martin

**State's Exhibits:**

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Self-Report Form
5. Statement of Respondent
6. Letter from Respondent
7. Police Report
8. Theft and Loss Report

Respondent's Exhibits:

- A. Current PRO contract and UDS results
- B. Chemical dependency treatment documentation
- C. 12 Step meeting attendance
- D. Resume
- E. Continuing education documentation
- F. Letters of support

FINDINGS OF FACT

The parties stipulated to – and the Board hereby adopts as fact – the Allegations as set forth in Summary Suspension/Notice of Opportunity for Hearing dated June 14, 2023, reiterated herein and set forth below.

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 or about June 8, 2023, while Elice Martin was working as a pharmacist at Bay Park ProMedica Hospital, located at 2901 Bay Park Drive, Oregon, Ohio, the CII drug safe- used to store controlled substances- was found open prior to the pharmacy being opened at 7:00am. Ms. Martin was found in a nearby break room. She admitted to leaving the safe open on accident. An internal investigation discovered a drastic increase in purchases for methylphenidate (a Schedule II controlled substance), modafinil (a Schedule IV controlled substance), and oxycodone-apap (Percocet, a Schedule II controlled substance) by Ms. Martin over the last 4 months. There were no corresponding patient administrations to support the purchases.
2. On or about June 8, 2023, Elice Martin was interviewed by ProMedica staff about the purchases and discrepancies. She admitted:
  - a. She had been diverting methylphenidate, modafinil and Percocet from the CII drug safe since December 2022.
  - b. She would divert the medications from the pharmacy prior to opening, around 6:30am.
  - c. The CII safe transactions of Percocet from May 9, 2023 to June 7, 2023 that were initiated before 7:00am were diverted by Ms. Martin. This included:

- i. 190 tablets of oxycodone-apap 5-325mg
  - ii. 90 tablets of oxycodone-apap 10-325mg
3. During the interview on or about June 8, 2023, ProMedica security searched her purse and lunch bag. A baggie of pills and a half empty small bottle of Jim Beam whiskey was discovered.
4. On or about June 9, 2023, Ms. Martin was interviewed by agents of the Board. She admitted:
  - a. She diverted methylphenidate, modafinil, Percocet and Tramadol from the pharmacy since December 2022.
  - b. She took 10-20 tablets from the CII safe several times per week.
  - c. She consumed the medication you diverted.
  - d. The bottle of whiskey found in her purse by security was consumed after leaving work.
5. On or about June 12, 2023, Ms. Martin provided a written statement to an agent of the Board. She stated the following:
  - a. "I never had the intension of using while I was working, but I as a pharmacist know that it stays in your system if you use enough. I was impaired. "
  - b. "On Thursday 6/8/23 as true addicts do; I at first wanted to lie to HR, my manager, and security."

#### CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug.
2. Such conduct as set forth in the Findings of Fact, constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of a controlled substance.
3. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of October 9, 2021:

- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
  - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
  - c. 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
  - d. 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 April 25, 2022:
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
  - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
  - c. 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)(d); and
  - d. 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)(k).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Elice Martin on June 14, 2023.

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. 03-127337, held by Elice Martin, and such suspension is effective as of the date of the mailing of this Order.

Elice Martin, 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 eighteen months from the date of the summary suspension, June 14, 2023, the Board will consider any petition filed by Elice Martin for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Elice Martin must maintain a current address with the Board throughout the duration of the suspension.
2. Elice Martin must enter into and adhere to the terms of a new contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Elice Martin should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Elice Martin to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
  - a. Random, **observed** urine drug screens shall be conducted at least once each month.
  - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.



- c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
  - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
  - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Elice Martin in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
  - f. Elice Martin must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
  - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
  - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
  - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Elice Martin shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Elice Martin reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Elice Martin shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Elice Martin reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Elice Martin must immediately report any violation of the terms of this suspension to the Board by contacting [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov). Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Elice Martin to possible additional sanctions, including and up to revocation of license.
6. Elice Martin must demonstrate satisfactory proof to the Board that she/he 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 practice pharmacy.
7. Elice Martin must provide, in the reinstatement petition, documentation of the following:
  - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
  - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
  - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within **three years** of the effective date of this the summary suspension, Elice Martin 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.
9. Elice Martin must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.

10. When deemed appropriate by the Board, Elice Martin must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Elice Martin must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
14. Periods during which Elice Martin is not in compliance with all terms of suspension shall toll the length of time of suspension during which Elice Martin was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, [www.pharmacy.ohio.gov](http://www.pharmacy.ohio.gov). The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If Elice Martin's employment is related to the practice of pharmacy, Elice Martin must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Elice Martin holds a professional license or applies for a professional license, all persons who provide Elice Martin chemical dependency treatment monitoring, and law enforcement and court personnel if Elice Martin has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.

16. 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 Elice Martin'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 Respondent's exhibits: B.

Christine Pfaff moved for Findings of Fact; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-0).

Christine Pfaff moved for Conclusions of Law; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-0).

Rich Miller moved for Action of the Board; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

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**R-2024-0118**

Ms. Ferris moved that the Board go into Executive Session to consider the employment (dismissal, discipline, promotion, demotion, compensation, appointment) of a public employee and matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Mr. Grimm and a roll-call vote was conducted *President* Buettner as follows: Ferris-yes, Goodman-yes; Grimm-yes; Huston-yes, Miller-yes, Pfaff-yes; and Wilt-yes.

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**12:13 p.m.**

Executive Session ended and the hearing opened to the public.

**R-2024-0119**

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacist Khyle Wai-Yee Dutkiewicz-Wilson, Strongsville, Ohio, Mr. Grimm moved that the Board summarily suspend the Pharmacist license belonging to Wai-Yee Dutkiewicz-Wilson, Strongsville, Ohio. The motion was seconded by Mr. Huston and a roll-call vote was conducted *President* Buettner as follows: Ferris-yes, Goodman-no; Grimm-yes; Huston-yes, Miller-yes, Pfaff-yes; and Wilt-yes.

**R-2024-0120** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Registered Pharmacy Technician Keisean Roberts, Columbus, Ohio, Mr. Wilt moved that the Board summarily suspend the Registered Pharmacy Technician license belonging to Keisean Roberts, Columbus, Ohio. The motion was seconded by Ms. Ferris and a roll-call vote was conducted President Buettner as follows: Ferris-yes, Goodman-no; Grimm-no; Huston-yes, Miller-yes, Pfaff-yes; and Wilt-yes.

**R-2024-0121** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician Kelly Weaver, Euclid, Ohio, Mr. Grimm moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Kelly Weaver, Euclid, Ohio. The motion was seconded by Mr. Huston and a roll-call vote was conducted President Buettner as follows: Ferris-yes, Goodman-yes; Grimm-yes; Huston-yes, Miller-yes, Pfaff-yes; and Wilt-yes.

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**12:51 p.m.** Ms. Defiore-Hyrmer provided the OARRS Report.

**12:56 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.

**12:58 p.m.** Mr. Cathcart provided the Medical Marijuana Report.

**1:00 p.m.** Ms. Southard provided the Licensing Report.

**1:06 p.m.** Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Lakisha Fomby – University Heights, Ohio (09115844) to the Board for consideration.

**R-2024-0122** Mr. Wilt moved that the Board grant Lakisha Fomby a one (1) year extension. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**1:07 p.m.** Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Shanay Engram – Cincinnati, Ohio (09117548) to the Board for consideration.

**R-2024-0123** Mr. Wilt moved that the Board grant Shanay Engram a one (1) year extension. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

- 1:09 p.m.** Ms. Wai presented the Pharmacist/Technician Trainee Ratio Exemption Request from Walgreens Central Fill #21423 6275 Winchester Blvd., Canal Winchester, Ohio (APP-000659859/0230000023) to the Board for consideration.
- R-2024-0124** Mr. Wilt moved that the Board grant Walgreens Central Fill a 1:10 Pharmacist to Technician Ratio exemption for a period of 12 months, with the condition a Board inspection is conducted after six (6) months of operation. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-6, No-0, Abstain-1 (Mr. Miller).
- 1:15 p.m.** Mr. McNamee presented rule *4729:5-1-03 - Overdose Reversal Drugs* to the Board for approval.
- R-2024-0125** Mr. Goodman moved that the Board approve rule *4729:5-1-03 - Overdose Reversal Drugs* for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 1:20 p.m.** Mr. McNamee presented rules *4729:5-5-02 - Minimum Standards for the Operation of an Outpatient Pharmacy*, *4729:5-5-02.1 - Provision of Ancillary Services in an Outpatient Pharmacy*, *4729:5-5-02.2 - Mandatory Rest Breaks for Pharmacy Personnel*, *4729:5-5-02.3 - Staffing Requests or Concerns in an Outpatient Pharmacy*, *4729:5-5-02.4 - Significant Delays in the Provision of Pharmacy Services*, and *4729:5-5-02.5 - Outpatient Pharmacy Access Points* to the Board for approval.
- R-2024-0126** Mr. Huston moved that the Board approve rules *4729:5-5-02 - Minimum Standards for the Operation of an Outpatient Pharmacy*, *4729:5-5-02.1 - Provision of Ancillary Services in an Outpatient Pharmacy*, *4729:5-5-02.2 - Mandatory Rest Breaks for Pharmacy Personnel*, *4729:5-5-02.3 - Staffing Requests or Concerns in an Outpatient Pharmacy*, *4729:5-5-02.4 - Significant Delays in the Provision of Pharmacy Services*, and *4729:5-5-02.5 - Outpatient Pharmacy Access Points* for filing with CSI. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 2:00 p.m.** Mr. McNamee led a discussion on *Rule 4729:5-3-XX Continuous Quality Improvement Programs and Other State Rules for Review*.
- 2:05 p.m.** The Board took a brief recess.
- 2:25 p.m.** Mr. McNamee continued the discussion on *Rule 4729:5-3-XX Continuous Quality Improvement Programs and Other State Rules for Review*.

3:00 p.m.

Mr. McNamee presented rule *3796:8-2-01 – Authorized Medical Marijuana Forms and Methods of Administration*, specifically the interpretation that THC Massage Oil is included in the definition, to the Board for approval.

**R-2024-0127**

Mr. Grimm moved that the Board interpret THC Massage Oil to be included in the definition of rule *3796:8-2-01 – Authorized Medical Marijuana Forms and Methods of Administration*. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0.

**R-2024-0128**

Ms. Ferris 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. Huston and a roll-call vote was conducted *President* Buettner as follows: Ferris-yes, Goodman-yes; Grimm-yes; Huston-yes, Miller-yes, Pfaff-yes; and Wilt-yes.

**R-2024-0129**

After votes were taken in public session, the Board adopted the following order in the Matter of **Brandi Burrell, Toledo, Ohio**.

**BEFORE THE STATE OF OHIO BOARD OF PHARMACY**

**In the Matter of  
Brandi Burrell  
3702 Hoiles Ave  
Toledo, OH 43612**

**Case No. A-2021-0467  
License No. 09-108578**

**FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**

Brandi Burrell (“Respondent”) was issued a registration as a pharmacy technician trainee by the State of Ohio Board of Pharmacy on May 23, 2019. The Board issued a Notice of Opportunity for Hearing (“Notice”) by certified mail, return receipt requested, to Respondent on March 16,

2022. Respondent received the Notice on April 1, 2022. Pursuant to Ohio Revised Code (ORC) Section 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. Accordingly, no hearing was held, and the matter was brought before the Board on August 7, 2023, for final adjudication pursuant to ORC 119.07, 4729.16(F), and 4729.96(D).

WHEREFORE, after review of the administrative record, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119.

WHEREFORE, after review of the administrative record and pursuant to ORC 4729.96(A)(1) and Ohio Administrative Code (OAC) 4729:3-4-01(B), the Board finds and concludes that Respondent engaged in conduct set forth in ORC 4729.96(A)(2) and OAC 4729:3-4-01(C) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. The Board hereby imposes a written reprimand on Respondent's pharmacy technician trainee registration, no. 09-108578.
2. This Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Respondent currently holds a professional license, including to the Board on renewal applications or applications for a new license or registration.

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Shawn Wilt, RPh, moved for the findings and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

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**R-2024-0130**

After votes were taken in public session, the Board adopted the following order in the Matter of **Stacy Mitchell, Toledo, Ohio**.

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**BEFORE THE STATE OF OHIO BOARD OF PHARMACY**



**In the Matter of  
Stacy Mitchell**

1934 Northgrove Pl.  
Toledo, OH 43611

**Case No. A-2021-0468  
License No. 09-307439**

**FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**

Stacy Mitchell (“Respondent”) was issued a registration as a certified pharmacy technician by the State of Ohio Board of Pharmacy on April 10, 2018. The Board issued a Notice of Opportunity for Hearing (“Notice”) by certified mail, return receipt requested, to Respondent on March 16, 2022. Respondent received the Notice on March 26, 2022. Pursuant to Ohio Revised Code (ORC) Section 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. Accordingly, no hearing was held, and the matter was brought before the Board on August 7, 2023, for final adjudication pursuant to ORC 119.07, 4729.16(F), and 4729.96(D).

WHEREFORE, after review of the administrative record, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119.

WHEREFORE, after review of the administrative record and pursuant to ORC 4729.96(A)(1) and Ohio Administrative Code (OAC) 4729:3-4-01(B), the Board finds and concludes that Respondent engaged in conduct set forth in ORC 4729.96(A)(2) and OAC 4729:3-4-01(C) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. The Board hereby imposes a written reprimand on Respondent’s certified pharmacy technician registration, no. 09-307439.
2. This Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Respondent currently holds a professional license, including to the Board on renewal applications or applications for a new license or registration.

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Shawn Wilt, RPh, moved for the findings and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

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**R-2024-0131**

After votes were taken in public session, the Board adopted the following order in the Matter of **Jennifer Schulte, Guilford, Indiana.**

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**BEFORE THE STATE OF OHIO BOARD OF PHARMACY**

**In the Matter of  
Jennifer Schulte**  
23188 State Route 1  
Guilford, IN 47022

**Case No. A-2020-0616  
Registration No. 09-303609**

**FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**

Jennifer Schulte ("Respondent") was issued a registration as a certified pharmacy technician by the State of Ohio Board of Pharmacy on March 12, 2018. The Board issued a Notice of Opportunity for Hearing ("Notice") to Respondent on May 19, 2022, via certified mail, return receipt requested. Respondent received the Notice on May 31, 2022. Pursuant to Ohio Revised Code (ORC) Section 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. Accordingly, no hearing was held and the matter was brought before the Board on August 7, 2023, for final adjudication pursuant to ORC 119.07, 4729.16(F), and 4729.96(D).

WHEREFORE, after review of the administrative record, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119.

WHEREFORE, after review of the administrative record and pursuant to ORC 4729.96(A)(1) and Ohio Administrative Code (OAC) 4729:3-4-01(B), the Board finds and concludes that Respondent engaged in conduct set forth in ORC

4729.96(A)(2) and OAC 4729:3-4-01(C) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. The Board hereby imposes a written reprimand on Respondent's certified pharmacy technician registration, no. 09-303609.
2. The Board hereby imposes a fine in the amount of \$100.00.
3. This Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Respondent currently holds a professional license, including to the Board on renewal applications or applications for a new license or registration.

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Shawn Wilt, RPh, moved for the findings and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).  
SO ORDERED.

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**R-2024-0132**

After votes were taken in public session, the Board adopted the following order in the Matter of **Bridget Valentine, Ashland, Ohio**.

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**BEFORE THE STATE OF OHIO BOARD OF PHARMACY**

**In the Matter of  
Bridget Valentine**  
1615 Harding Ave  
Ashland, OH 44805

**Case No. A-2021-0314  
Pending Reg. No. APP-000431732**

**FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**

Bridget Valentine ("Respondent") submitted an application for registration as a pharmacy technician trainee ("Application") to the State of Ohio Board of Pharmacy on February 3, 2021. The Board issued

a Notice of Opportunity for Hearing/Proposal to Deny Application for Technician Registration ("Notice") to Respondent on January 10, 2022. Respondent received the Notice, via certified mail, return receipt requested, on January 14, 2022. Pursuant to Ohio Revised Code (ORC) Section 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. Accordingly, no hearing was held and the matter was brought before the Board on August 7, 2023, for final adjudication pursuant to ORC 119.07, 4729.16(F), and 4729.96(D).

WHEREFORE, after review of the administrative record, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119.

WHEREFORE, after review of the administrative record and pursuant to ORC 4729.96(A)(1) and Ohio Administrative Code (OAC) 4729:3-4-01(B), the Board finds and concludes that Respondent engaged in conduct set forth in ORC 4729.96(A)(2) and OAC 4729:3-4-01(C) and all violations of law as described in the Notice. Further, the Board has considered the factors set forth in ORC 9.79(D)(1) and finds that Respondent's convictions, judicial findings of guilt, or pleas of guilty disqualify Respondent from receiving the technician registration. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. Respondent may not apply for any license or registration over which the Board has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twenty-four months from the date of this Order, as set forth in OAC 4729:3-1-01(S).
3. Respondent is prohibited from working or otherwise serving in any capacity that requires a license or registration under ORC Chapter 4729.

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Shawn Wilt, RPh, moved for the findings and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).  
SO ORDERED.

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**R-2024-0133**

After votes were taken in public session, the Board adopted the following order in the Matter of **Board Order for Medical Marijuana Patient D.T.**

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**BEFORE THE STATE OF OHIO BOARD OF PHARMACY**

**In the Matter of  
Case No. A-2022-0313  
D.T.**

**Patient Registration No. [REDACTED]**

**FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**

D.T. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about March 7, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on May 16, 2022, via certified mail, return receipt requested. The mailing was returned to the Board "Unclaimed." On June 17, 2022, the Board sent the Notice by United States Postal Service regular mail with a Certificate of Mailing. This mailing of the Notice on June 17, 2022 was not returned to the Board and service was deemed complete. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on August 7, 2023 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. The summary suspension is lifted and Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

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**R-2024-0134**

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on April 23, 2023, in the matter Jacob Tunnell (A-2022-0366, A-2022-0371, and A-2022-0373).

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**R-2024-0135**

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

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**IN THE MATTER OF:  
CASE NO. A-2023-0092**

**License No. 03-233010**

**Joel Gause, RPh**  
403 Dover Road NE  
Sugarcreek, Ohio 44681

**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 Joel Gause, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of administration of Covid-19 vaccinations. Together, the Board and Joel Gause 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. Joel Gause is a licensed pharmacist in the state of Ohio under license number 03-233010, and is the Responsible Person of Premier Pharmacy, located at 4925 West Main Street, Berlin, Ohio.

**FACTS**

1. The Board initiated an investigation of Joel Gause, pharmacist license number 03-233010, and Premier Pharmacy, related to administration of Covid-19 vaccinations.
2. On or about June 13, 2023, the Board sent a Notice of Opportunity for Hearing to Joel Gause, 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.
3. On or about June 28, 2023, Joel Gause timely requested an administrative hearing. This matter was settled via this Agreement 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. Joel Gause neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 13, 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. Joel Gause agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Joel Gause'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](http://www.elicense.ohio.gov) and process the items in the cart.
4. Joel Gause 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 the topic of medication safety and/or patient safety six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. The Board hereby imposes a written reprimand on Joel Gause's pharmacist license, number 03-233010.
6. Joel Gause agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Joel Gause understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Joel Gause 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. Joel Gause 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.

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**R-2024-0136**

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

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**IN THE MATTER OF:  
CASE NO. A-2023-0091  
License No. 02-2886200**

**Premier Pharmacy**  
c/o Joel Gause, RPh  
PO Box 78  
Berlin, Ohio 44610

**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 Premier Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of administration of Covid-19 vaccinations. Together, the Board and Premier Pharmacy 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. Premier Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2886200.

### **FACTS**

1. The Board initiated an investigation of Premier Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2886200, related to Premier Pharmacy's administration of Covid-19 vaccinations.
2. On or about June 13, 2023, the Board sent a Notice of Opportunity for Hearing to Premier Pharmacy, 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 June 28, 2023, Premier Pharmacy timely requested an administrative hearing. This matter was settled via this Agreement 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. Premier Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 13, 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. Premier Pharmacy agrees to pay to the Board a monetary penalty the amount of \$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](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Premier Pharmacy' TDDD license, number 02-2886200.
5. Premier Pharmacy 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. Premier Pharmacy 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 Premier Pharmacy 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 Premier Pharmacy by the Board and will NOT discharge Premier Pharmacy from any obligation under the terms of this Agreement.
7. Premier Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Premier Pharmacy 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 Premier Pharmacy will operate.
10. Premier Pharmacy 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.

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**R-2024-0137**

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

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**IN THE MATTER OF:  
CASE NO. A-2021-0405  
License No. 03-211472**

**Ronald Lidderdale, RPh**  
9926 Cleveland Ave SE  
Magnolia, Ohio 44643

**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 Ronald Lidderdale, 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 without obtaining and/or maintaining appropriate registration with the Board and an error in dispensing. Together, the Board and Ronald Lidderdale are referred to hereinafter as "the parties."

### **JURISDICTION**

3. 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.
4. Ronald Lidderdale is a licensed pharmacist in the state of Ohio under license number 03-211472.
5. Ronald Lidderdale is the Responsible Person and owner of Valley View Pharmacy, located at 11141 SR 800 NE, Magnolia, Ohio.

### **FACTS**

4. The Board initiated an investigation of Ronald Lidderdale, pharmacist license number 03-211472, related to an employee of Valley View Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board and an error in dispensing.
5. On or about February 25, 2022, the Board sent a Notice of Opportunity for Hearing to Ronald Lidderdale, 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.
6. On or about March 4, 2022, Ronald Lidderdale timely requested an administrative hearing, which was subsequently scheduled for August 9, 2022 and continued for settlement negotiations. This matter reached settlement 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:

16. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
17. Ronald Lidderdale neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 25, 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.
18. Ronald Lidderdale agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Ronald Lidderdale'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](http://www.elicense.ohio.gov) and process the items in the cart.
19. Ronald Lidderdale 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](mailto:legal@pharmacy.ohio.gov).
20. The Board hereby imposes a written reprimand on Ronald Lidderdale's pharmacist license, number 03-211472.
21. Ronald Lidderdale agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
22. Ronald Lidderdale understands that he has the right to be represented by counsel for review and execution of this agreement.
23. Ronald Lidderdale 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.
24. Ronald Lidderdale 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.
25. 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.

26. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
27. 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.
28. 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.
29. This Agreement shall become effective upon the date of the Board President's signature below.

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**R-2024-0138**

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

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**IN THE MATTER OF:  
CASE NO. A-2021-0403  
License No. 02-0459300**

**Valley View Pharmacy, Inc.**  
c/o Ronald Lidderdale, RPh  
11141 SR 800 NE  
Magnolia, Ohio 44643

**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 Valley View Pharmacy, Inc. 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 obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Valley View Pharmacy, Inc. 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. Valley View Pharmacy, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0459300.

#### **FACTS**

4. The Board initiated an investigation of Valley View Pharmacy, Inc., Terminal Distributor of Dangerous Drugs license number 02-0459300, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board
5. On or about February 25, 2022, the Board sent a Notice of Opportunity for Hearing to Valley View Pharmacy, 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.
6. On or about March 4, 2022, Valley View Pharmacy, Inc., timely requested an administrative hearing, which was subsequently scheduled for August 9, 2022 and continued for settlement negotiations. This matter reached settlement 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:

30. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
31. Valley View Pharmacy, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 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.



32. Valley View Pharmacy, Inc. agrees to pay to the Board a monetary penalty the amount of \$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](http://www.elicense.ohio.gov) and process the items in your cart.
33. The Board hereby imposes a written reprimand on Valley View Pharmacy, Inc.'s TDDD license, number 02-0459300.
34. Valley View Pharmacy, 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.
35. Valley View Pharmacy, Inc. 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 Valley View Pharmacy, 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 Valley View Pharmacy, Inc. by the Board and will NOT discharge Valley View Pharmacy, Inc. from any obligation under the terms of this Agreement.
36. Valley View Pharmacy, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
37. Valley View Pharmacy, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
38. 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 Valley View Pharmacy, Inc. will operate.
39. Valley View Pharmacy, 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.

40. 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.
41. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
42. 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.
43. 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.
44. This Agreement shall become effective upon the date of the Board President's signature below.

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**R-2024-0139**

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

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**IN THE MATTER OF:  
Case No. A-2023-0184  
License No. 03-236772**

**Hasan Abbas Doueik, RPh**  
3277 Alexandria Dr.  
Toledo, OH 43606

**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 Hasan Abbas Doueik, 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 without obtaining and/or maintaining appropriate registration

with the Board. Together, the Board and Hasan Abbas Doueik 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. Hasan Abbas Doueik is a licensed pharmacist in the state of Ohio under license number 03-236772.
3. Hasan Abbas Doueik is the Responsible Person of HealthyRX Pharmacy, located at 3188 S. Byrne Road, Toledo, Ohio.

### **FACTS**

1. The Board initiated an investigation of Hasan Abbas Doueik, pharmacist license number 03-236772, and HealthyRX Pharmacy, related to an employee of HealthyRX Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about July 6, 2023, the Board sent a Notice of Opportunity for Hearing to Hasan Abbas Doueik, 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. Hasan Abbas Doueik neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 6, 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. Hasan Abbas Doueik agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Hasan Abbas Doueik'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](http://www.elicense.ohio.gov) and process the items in the cart.
4. The Board hereby imposes a written reprimand on Hasan Abbas Doueik's pharmacist license, number 03-236772.
5. Hasan Abbas Doueik agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Hasan Abbas Doueik understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Hasan Abbas Doueik 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. Hasan Abbas Doueik 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-2024-0140**

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

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**IN THE MATTER OF:  
Case No. A-2023-0183  
License No. 02-32000030**

**HealthyRX Pharmacy**  
c/o Hasan Abbas Doueik RPh  
3188 S. Byrne Road  
Toledo, OH 43614

**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 HealthyRX Pharmacy 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 obtaining and/or maintaining appropriate registration with the Board. Together, the Board and HealthyRX Pharmacy 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. HealthyRX Pharmacy has an active TDDD license with the Board under license number 02-32000030, which lists Hasan Abbas Doueik, RPh, as the Responsible Person.

**FACTS**

1. The Board initiated an investigation of HealthyRX Pharmacy, TDDD license number 02-32000030, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.

2. On or about July 6, 2023, the Board sent a Notice of Opportunity for Hearing to HealthyRX Pharmacy, 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. HealthyRX Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 6, 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. HealthyRX Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to HealthyRX Pharmacy'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](http://www.elicense.ohio.gov) and process the items in the cart.
4. The Board hereby imposes a written reprimand on HealthyRX Pharmacy's TDDD license, number 02-32000030.
5. HealthyRX Pharmacy 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. HealthyRX Pharmacy 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 HealthyRX Pharmacy 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 HealthyRX Pharmacy by the Board and will NOT discharge HealthyRX Pharmacy from any obligation under the terms of this Agreement.

7. HealthyRX Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  8. HealthyRX Pharmacy 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 HealthyRX Pharmacy will operate.
  10. HealthyRX Pharmacy 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.
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**R-2024-0141**

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

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**IN THE MATTER OF:  
CASE No. A-2022-0297  
License No. 02-2569700**

**IHS Pharmacy**  
c/o Miranda Chamber R.Ph.  
504 McCurdy Ave. Suite 7  
Rainsville, AL 35986

**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 IHS Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substance to an unlicensed entity. Together, the Board and IHS Pharmacy 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. IHS Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2569700

**FACTS**

1. The Board initiated an investigation of IHS Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2569700, related to IHS Pharmacy's illegal sales of dangerous drugs, including controlled substance to an unlicensed entity.
2. On or about January 3, 2023, the Board sent a Notice of Opportunity for Hearing to IHS Pharmacy, 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. IHS Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 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. IHS Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000. 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](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on IHS Pharmacy's TDDD license, number 02-2569700.
5. IHS Pharmacy 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. IHS Pharmacy 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 IHS Pharmacy 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 IHS Pharmacy

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

7. IHS Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. IHS Pharmacy 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 IHS Pharmacy will operate.
10. IHS Pharmacy 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.

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**R-2024-0142**

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

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**IN THE MATTER OF:**

**Case No. A-2023-0248**  
**SUSPENDED Registration No. 09-125749**

**Robyn Griffith**  
3704 Parfore Court  
Cincinnati, OH 45245

**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 Robyn Griffith, for the purpose of resolving all issues between the parties relating to the theft of controlled substances from the pharmacy where you were employed and illegal possession and use of controlled substances. Together, the Board and Robyn Griffith 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. Robyn Griffith is an Ohio pharmacy technician trainee under suspended registration number 09-125749.

**FACTS**

1. The Board initiated an investigation of Robyn Griffith, pharmacy technician trainee, registration number 09-125749, related to Robyn Griffith's theft of controlled substances from the pharmacy where she was employed and illegal possession and use of controlled substances.
2. On or about June 7, 2023, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Robyn Griffith, 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. Any criminal proceedings resulting from this investigation are not affected by this Agreement.

### TERMS

NOW WHEREFORE, 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. Robyn Griffith neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated June 7, 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. **ROBYN GRIFFITH VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-125749.**
4. **Robyn Griffith 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 alcohol or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy, 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.**

5. Robyn Griffith agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Robyn Griffith understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Robyn Griffith 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. Robyn Griffith 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.

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**R-2024-0143**

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

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**IN THE MATTER OF:  
Case No. A-2023-0185  
Registration No. 09-129166**

**Alexander Taylor**  
297 Providence Dr.

Medina, OH 44256

### **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 Alexander Taylor for the purpose of resolving all issues between the parties relating to the Board investigation of working at HealthyRx Pharmacy, located at 3188 S. Byrne Road, Toledo, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Alexander Taylor 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. Alexander Taylor is a pharmacy technician trainee in the state of Ohio under registration number 09-129166.

#### **FACTS**

1. The Board initiated an investigation of Alexander Taylor, pharmacy technician trainee registration number 09-129166, related to Alexander Taylor's working as a pharmacy technician at HealthyRx Pharmacy without maintaining a valid registration as a pharmacy technician.
2. On or about June 16, 2023, the Board sent a Notice of Opportunity for Hearing to Alexander Taylor 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. Alexander Taylor neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 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. Alexander Taylor agrees to pay to the OSBP 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](http://www.elicense.ohio.gov) and process the items in the cart.
4. The Board hereby imposes a written reprimand on Alexander Taylor's technician registration, number 09-129166.
5. Alexander Taylor agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Alexander Taylor understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Alexander Taylor 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. Alexander Taylor 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.
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**R-2024-0144**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0307  
I-2022-0168  
License No. 01-30000190**

**Medline Industries, LP**  
c/o James Eveland  
1040 Enterprise Parkway South  
West Jefferson, OH 43162

**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 Medline Industries, LP, for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs to unlicensed entities. Together, the Board and Medline Industries, LP 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. Medline Industries, LP, is a licensed Distributor of Dangerous Drug, License No. 01-30000190, which lists James Eveland, as the Responsible Person.

### **FACTS**

1. The Board initiated an investigation of Medline Industries, LP, Distributor of Dangerous Drugs License No. 01-30000190, related to Medline Industries, LP's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about 11/16/2022, the Board sent a Notice of Opportunity for Hearing to Medline Industries, LP, 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. Medline Industries, LP neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated 11/16/2022; 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. Medline Industries, LP agrees to pay to the Board a monetary penalty in the amount of \$875.00.00. 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](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Medline Industries, LP 's WDDD license, number 01-30000190.
5. Medline Industries, LP 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. Medline Industries, LP 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 Medline Industries, LP 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 Medline Industries, LP by the Board and will NOT discharge Medline Industries, LP from any obligation under the terms of this Agreement.
7. Medline Industries, LP agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Medline Industries, LP 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 Medline Industries, LP will operate.
10. Medline Industries, LP 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.
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**R-2024-0145**

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

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**IN THE MATTER OF:  
CASE NO. A-2023-0007  
License No. 02-1913200**

**Central Point Pharmacy**  
c/o Emmanuel Ezirim, RPh  
699-L Harrisburg Pike  
Columbus, OH 43223

**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 Central Point Pharmacy for the purpose of resolving all issues between the parties relating to the Board's investigation of Central Point Pharmacy's failure to maintain complete and accurate records, allowing an employee to perform duties of a pharmacy technician without maintaining appropriate registration with the Board, and violations of general conditions at the pharmacy. Together, the Board and Central Point Pharmacy 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. Central Point Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1913200.

### **FACTS**

1. The Board initiated an investigation of Central Point Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1913200, related to Central Point Pharmacy's failure to maintain complete and accurate records, allowing an employee to perform duties of a pharmacy technician without maintaining appropriate registration with the Board, and violations of general conditions at the pharmacy.
2. On or about May 25, 2023, the Board sent a Notice of Opportunity for Hearing to Central Point Pharmacy, 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. Central Point Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 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. Central Point Pharmacy 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 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Central Point Pharmacy's TDDD license, number 02-1913200.

5. Central Point Pharmacy 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. Central Point Pharmacy 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 Central Point Pharmacy 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 Central Point Pharmacy by the Board and will NOT discharge Central Point Pharmacy from any obligation under the terms of this Agreement.
7. Central Point Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Central Point Pharmacy 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 Central Point Pharmacy will operate.
10. Central Point Pharmacy 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.

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

**R-2024-0146**

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

**IN THE MATTER OF:  
CASE NO. A-2023-0008  
License No. 03-219652**

**Emmanuel C. Ezirim, RPh**  
9716 Erin Woods Drive  
Dublin, OH 43017

**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 Emmanuel Ezirim, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Central Point Pharmacy's failure to maintain complete and accurate records, allowing an employee to perform duties of a pharmacy technician without maintaining appropriate registration with the Board, and violations of general conditions at the pharmacy. Together, the Board and Emmanuel Ezirim 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. Emmanuel Ezirim is a licensed pharmacist in the state of Ohio under license number 03-219652.
3. Emmanuel Ezirim is the Responsible Person and owner of Central Point Pharmacy, located at 699-L Harrisburg Pike, Columbus, Ohio.

### **FACTS**

1. The Board initiated an investigation of Emmanuel Ezirim, pharmacist license number 03-219652, and Central Point Pharmacy, related to Central Point Pharmacy's failure to maintain complete and accurate records, allowing an employee to perform duties of a pharmacy technician without maintaining appropriate registration with the Board, and violations of general conditions at the pharmacy.
2. On or about May 25, 2023, the Board sent a Notice of Opportunity for Hearing to Emmanuel Ezirim, which outlined the allegations and provided notice of the right to a hearing, the rights in such hearing, and the 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. Emmanuel Ezirim neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Emmanuel Ezirim must attend a Responsible Person Roundtable within six (6) months from the effective date of this agreement. Verification of the completed Roundtable must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
4. The Board hereby imposes a written reprimand on Emmanuel Ezirim's pharmacist license, number 03-219652.

5. Emmanuel Ezirim agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Emmanuel Ezirim understands the right to be represented by counsel for review and execution of this agreement.
7. Emmanuel Ezirim 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. Emmanuel Ezirim 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.

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**R-2024-0147**

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

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**IN THE MATTER OF:**



**CASE NO. 2021-0383****Katie King**

512 E. Main St.

Williamsburg, OH 45176

**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 Katie King for the purpose of resolving all issues between the parties relating to the Board investigation of allowing unauthorized access to the OARRS database while working at Cincinnati Pain Physicians, located at 8261 Cornell Road #630, Cincinnati, OH. Together, the Board and Katie King are referred to hereinafter as "the parties."

**JURISDICTION**

1. Pursuant to Section 4729.86 of the Ohio Revised Code (ORC) and the rules adopted thereunder, the Board has the authority to restrict a person from obtaining further information from the OARRS drug database.
2. Katie King is licensed as a Registered Nurse and a Certified Nurse Practitioner by the Ohio Board of Nursing under license numbers RN.368949 and APRN.CNP.019476. Katie King is an authorized user of the OARRS database.

**FACTS**

1. The Board initiated an investigation of Katie King, related to permitting unauthorized access to the OARRS database while working at Cincinnati Pain Physicians, located at 8261 Cornell Road #630, Cincinnati, OH.
2. On or about May 25, 2023, the Board sent a Notice of Opportunity for Hearing to Katie King 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. Katie King neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Katie King agrees to pay to the Board the 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](http://www.elicense.ohio.gov) and process the items in the cart.
4. Katie King must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for registration renewal or for purposes of obtaining/maintaining a registered license. The 1.0 CEUs must be in ethics, professionalism, proper use of OARRS, and/or general medical practices, and must be completed within six (6) months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Katie King shall refrain from having any additional OARRS violations in the future. If future violations occur, such violations may result in a hearing and possible revocation of access to the OARRS database.
6. Katie King agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Katie King understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Katie King 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. Katie King 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.

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**R-2024-0148**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0365  
CASE NO. A-2022-0370  
CASE NO. A-2022-0372  
License No. 02-1044400**

**Kroger Pharmacy #014441**  
c/o Jacob Tunnell, RPh  
3420 Towne Blvd.  
Middletown, OH 45005

**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 Kroger Pharmacy #01441 for the purpose of resolving all issues between the parties relating to the Board investigation of theft or drug loss at the pharmacy. Together, the Board and Kroger Pharmacy #01441 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. Kroger Pharmacy #01441 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1044400.

### **FACTS**

1. The Board initiated an investigation of Kroger Pharmacy #01441, Terminal Distributor of Dangerous Drugs license number 02-1044400, related to Kroger Pharmacy #01441's report of theft or drug loss at the pharmacy.
2. On or about April 25, 2023, the Board sent a Notice of Opportunity for Hearing to Kroger Pharmacy #01441, 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 May 9, 2023, Kroger Pharmacy #01441, through counsel Mary Barley-McBride, timely requested an administrative hearing, which was subsequently scheduled for November 8, 2023.

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. Kroger Pharmacy #01441 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. Kroger Pharmacy #01441 agrees to pay to the Board a monetary penalty the amount of \$2,000. 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](http://www.elicense.ohio.gov) and process the items in your cart.
4. Kroger Pharmacy #01441 agrees to require responsible person Jacob Tunnell, RPh, to participate in a "Responsible Person Roundtable" event within 90 days from the effective date of this Agreement. Verification of the completed Roundtable must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. The Board agrees to dismiss the following cases against responsible person Jacob Tunnell, RPh: A-2022-0366, A-2022-0371, and A-2022-0373.
6. The Board hereby imposes a written reprimand on Kroger Pharmacy #01441's TDDD license, number 02-1044400.
7. Kroger Pharmacy #01441 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.
8. Kroger Pharmacy #01441 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 Kroger Pharmacy #01441 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 Kroger Pharmacy #01441 by the Board and will NOT discharge

Kroger Pharmacy #01441 from any obligation under the terms of this Agreement.

9. Kroger Pharmacy #01441 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Kroger Pharmacy #01441 understands that it has the right to be represented by counsel for review and execution of this agreement.
11. 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 Kroger Pharmacy #01441 will operate.
12. Kroger Pharmacy #01441 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.
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. 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.
17. This Agreement shall become effective upon the date of the Board President's signature below.

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**R-2024-0149**

President Buettner announced OAC Rule 4729-2-02 appointments to matters and other duties for Fiscal Year 2024.

**4:51 p.m.**

The Board approved 2024 Board Meeting Dates.

**R-2024-0150**

Mr. Grimm moved to adjourn the August 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Wilt and approved by the Board: Yes-7, No-0.

**4:52 p.m.**

The Board Meeting Adjourned.

\_\_\_\_\_ Date: 10/11/2023  
Trina Buettner, RPh, President

\_\_\_\_\_ Date: 10/11/2023  
Steven W. Schierholt, Executive Director