



MINUTES OF THE NOVEMBER 8-9, 2021
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, November 8, 2021

10:03 a.m.

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

Shawn C. Wilt, RPh, *Vice President/Presiding*; Trina L. Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; and Jeff Huston, RPh.

Absent: Rich Miller, RPh, *President*; Jennifer Rudell, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrative Assistant*.

10:06 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 **Veterinary Services of Springfield, Springfield, Ohio.**

R-2022-0190

Mr. Grimm 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. Buettner and a roll-call vote was conducted by Vice President Wilt as

follows: Wilt-yes; Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

11:46 a.m.

The deliberation ended and the hearing was opened to the public.

R-2022-0191

After votes were taken in public session, the Board adopted the following order in the Matter of **Veterinary Services of Springfield, Springfield, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number **A-2018-0026**)

In The Matter Of:

**Veterinary Services of Springfield
1426 Mitchell Blvd., Springfield, OH 45503
(02-2649100)**

INTRODUCTION

The Matter of Veterinary Services of Springfield came for hearing on November 8, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President, Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; and Jeff Huston, RPh.

Rich Miller, RPh, *President*; Absent.

Jennifer Rudell, RPh; Absent.

Veterinary Services of Springfield was represented *Pro Se* by owner and responsible person Dr. Neal Campbell. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Dr. Neal Campbell

Respondent's Witnesses:

1. Heather Mason

State's Exhibits:

1. Notice Letter.
2. Request for Hearing.
3. Initial Scheduling Order.
4. Current Scheduling Order.
5. First Inspection Report.
6. Written Response to First Inspection Report.
7. Second Inspection Report.
8. Written Response to Second Inspection Report.
9. Photos of Expired Medications.

Respondent's Exhibits:

A. Written Medical Records, Digital Medical Actions, Prescription Log for Controlled Drugs, Invoice Activity for Phenobarbital ¼ Grain last 3 years, Invoice Activity for all items for 2018-2021, Invoice Activity One Item 2018-2021 Cephalexin 500 MG.

B. Sign-in for access Log for Controlled Drug Box, Receipt for individual keys for Controlled drug box, Receipt for Digital Lock for Controlled Drug Box and Proximity Cards (dated 3/27/2018), Receipt for Proximity Cards to replace non-functional cards (dated 4/16/2018), Digital Controlled Drug Box Log, Photographs of Fully Functional Digital Drug Box Lock (dated 4/17/2018), previously submitted with written response to 2nd inspection.

C. Receipt for Temperature Data Logger/Recorders (dated 3/15/2018 & 3.27/2018), Data Log for Vaccine/Injectable drugs Refrigerator dated 7/16/2021-8/13/2021; 8/13/2021-9/17/2021; 9/17/2021-10/11/2021.

D. Copies of ALL DEA Form 222's used 4/16/2018-10/20/2021 (euthanasia solution), Transaction List for euthanasia solution 5/8/2017 to present (includes individual transactions as-well-as receipts and adjustments).

E. Controlled Drug Inventories were completed weekly until staff shortages required reducing inventory to bi-weekly, All other Drugs were inventoried monthly, Yearly Controlled Drug Inventory 2018 (dated 3/22/2018), Yearly controlled drug inventory 2019 replaced with individual transaction list, Yearly Controlled Drug Inventory 2020 (dated 1/31/2020), Yearly Controlled Drug Inventory 2021 (dated 3/24/2021).

F. Worksheets and latest digital records of Dangerous Drug, and Controlled Drug Expiration Dates, Note: all drugs with expiration dates, have them entered digitally when placed into service, allowing them to be monitored more closely.

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. On or about February 20, 2018, the Board conducted a routine inspection at Veterinary Services of Springfield located at 1426 Mitchell Blvd, Springfield, Ohio. As a result of the inspection, several warnings were issued, and written responses were required. The inspection identified the following violations:
 - a. There was no positive identification, as defined in OAC 4729-5-01, for administering and personally furnishing of dangerous drugs.
 - b. Access to controlled substances was not limited.
 - c. Veterinary Services of Springfield did not have a system to ensure medications are stored at the appropriate temperatures.
 - d. DEA 222 Form were not completed in accordance with the requirements of the United States Code of Federal Regulations.

- e. Inspectors observed multiple outdated medications stored within the active drug stock.
2. On or about April 9, 2018, the Board conducted a follow-up inspection at Veterinary Services of Springfield. As a result of the inspection, inspectors determined the facility did not rectify several areas noted in the initial inspection conducted on or about February 20, 2018. The inspection identified the following violations, which required a written response:
- a. There was no positive identification, as defined in OAC 4729-5-01, for administering and personally furnishing of dangerous drugs.
 - b. Access to controlled substances was not limited.
 - c. Inspectors observed multiple outdated medications stored within the active drug stock. During the inspection, at least forty adulterated dangerous drugs were located among active drug stock. These were the same dangerous drugs previously noted on the inspection report completed on or about February 20, 2018.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.57 of the ORC:
- a. Violating any rule of the board, ORC Section 4729.57(B)(2); and/or
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and/or
 - c. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, ORC Section 4729.57(B)(5).

2. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.55 of the ORC:
 - a. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section [4729.531](#) of the Revised Code, or a laboratory as defined in section [3719.01](#) of the Revised Code will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC Section 4729.55(b); and/or
 - b. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC Section 4729.55(c); and/or
3. Such conduct as set forth in paragraphs (1)(e) and (2)(c) of the Findings of Fact, constitutes a violation of the following paragraphs of Rule 4729-9-17(A) of the OAC (effective until 3/1/2019), adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by those holding a terminal distributor of dangerous drugs.
4. Such conduct as set forth in paragraphs (1)(b) and (2)(b) of the Findings of Fact, if proven, constitutes a violation of Rule 4729-9-11(E) of the OAC, Only individuals authorized under state laws or rules shall have unsupervised access to dangerous drugs.
5. Such conduct as set forth in paragraphs (1)(a) and (2)(a) of the Allegations Section, constitutes a violation of Rule 4729-9-22 of the OAC, each prescriber or terminal distributor of dangerous drugs shall keep a record of all dangerous drugs received, administered, dispensed, personally furnished, distributed, sold, destroyed, or used. The acts of prescribing, administering, dispensing, and destroying of a dangerous drug must be documented with the positive identification of the responsible individual pursuant to paragraph (N) of rule 4729-5-01 of the Administrative Code.

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 90 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

Trina Buettner moved for Findings of Fact; **T.J. Grimm** seconded the motion. Motion passed (Yes-5/No-0).

Trina Buettner moved for Conclusions of Law; **T.J. Grimm** seconded the motion. Motion passed (Yes-5/No-0).

Jason George moved for Action of the Board; **Victor Goodman** seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

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- 11:48 a.m.** Mr. Garner provided the OARRS Report.
- 11:52 a.m.** Mr. Flaharty and Ms. Wai provided the Compliance and Enforcement Report.
- 12:03 p.m.** Ms. Southard provided the Licensing Report.
- 12:09 p.m.** Ms. Southard presented a request to allow Board staff to approve both 17- and 18-year-olds who do not have a high school diploma or certificate of high school equivalence to receive their technician license, consistent with the requirements set forth in Ohio Revised Code Section 4729.921, which only addresses the ability of 17-year-olds to do so.
- R-2022-0192** Mr. Huston moved to allow for 18-year-olds to also be approved for a technician license without a high school diploma or certificate of high

school equivalence if the applicant is enrolled in a career-technical school program that is approved by the Board, consistent with Ohio Revised Code Section 4729.921, until the statute can be updated accordingly. The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0.

12:12 p.m.

Ms. Southern presented a resolution granting *a one-year extension for the submission of an inspection conducted by the United States Food and Drug Administration (FDA) to The Ritedose Corporation (Ritedose) relative to its Outsourcer – Category 2 license application, APP-000473279, submitted on June 24, 2021*, to the Board for approval.

R-2022-0193

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

Resolution

Pursuant to section 4729.53 of the Ohio Revised Code and section 4729:6-2-04 of the Ohio Administrative Code, the State of Ohio Board of Pharmacy (Board) hereby grants a one-year extension for the submission of an inspection conducted by the United States Food and Drug Administration (FDA) to The Ritedose Corporation (Ritedose) relative to its Outsourcer – Category 2 license application, APP-000473279, submitted on June 24, 2021.

API	Concentration	Fill Volume	NDC Number
Neostigmine Methylsulfate, 3mg/3mL	1 mg/mL	3 mL	65302-501-03
Neostigmine Methylsulfate, 5mg/5mL	1 mg/mL	5 mL	65302-501-05
Glycopyrrolate, 0.6 mg/3 mL	0.2 mg/mL	3 mL	65302-502-03
Glycopyrrolate, 1 mg/5 mL	0.2 mg/mL	5 mL	65302-502-05

Labetalol Hydrochloride, 20 mg/4 mL	5 mg/mL	4 mL	65302-503-04
Succinylcholine Chloride, 100 mg/5 mL	20 mg/mL	5 mL	65302-504-05
Succinylcholine Chloride, 200 mg/10 mL	20 mg/mL	10 mL	65302-504-10
Phenylephrine Hydrochloride, 0.8 mg/10 mL	80 mcg/mL	10 mL	65302-505-10
Phenylephrine Hydrochloride, 1 mg/10 mL	100 mcg/mL	10 mL	65302-506-10
Sodium Chloride 23.4%, 120 mEq/30 mL	4 mEq/mL	30 mL	65302-509-30

Due to the COVID-19 outbreak and current drug shortages, the Board approves the following drug list for Ritedose's distribution to Ohio licensed drug distributors and terminal distributors of dangerous drugs. Any shipment must be accompanied by an express, written notification to the recipient that Ritedose has not yet been inspected by the FDA as an outsourcing facility.

Ritedose must submit to the Board's Compliance and Enforcement Department a request in writing and include the certificate of analysis for each additional drug product Ritedose seeks to add to the approved list. Prior to shipping any additional drug products not on the list approved by this resolution, Ritedose must receive express, written approval of the Board.

Ritedose must provide to the Board the results of the FDA outsourcer inspection, immediately upon receipt. The Board reserves the right to rescind the resolution for any concerns identified in the FDA inspection.

This resolution shall remain in effect for one year from the date of issuance but may be rescinded by the Board at any time.

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- 12:21 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from **Bryna Chandler – Marion, OH (09107495)** to the Board for consideration.
- R-2022-0194** Mr. Grimm moved that the Board grant **Bryna Chandler** a one-year extension. The motion was seconded Mr. Huston and approved by the Board: Yes-5, No-0.
- 12:26 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from **Chantelle Smart – Akron, OH (09105698)** to the Board for consideration.
- R-2022-0195** Mr. Goodman moved that the Board grant **Chantelle Smart** a **one-year extension**. The motion was seconded Mr. Grimm and approved by the Board: Yes-5, No-0.
- 12:31 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from **Minaxibahen Patel – Northfield, OH (09107085)** to the Board for consideration.
- R-2022-0196** Mr. Grimm moved that the Board grant **Minaxibahen Patel** a **one-year extension**. The motion was seconded Mr. Huston and approved by the Board: Yes-5, No-0.
- 12:34 p.m.** The Board recessed for lunch.
- 1:07 p.m.** The Board returned to public session, and Ms. Southard presented an OBOT Non-Physician Ownership/Operator Waiver Request from **Autumn Treatment Center – Circleville, OH (APP-000496154)** to the Board for consideration.
- R-2022-0197** Mr. Grimm moved that the Board grant **Autumn Treatment Center’s** waiver request, pending the successful completion of BCI and FBI background checks for all employees. The motion was seconded Ms. Buettner and approved by the Board: Yes-5, No-0.
- 1:10 p.m.** Ms. Southard presented an OBOT Non-Physician Ownership/Operator Waiver Request from **Five Points Recovery, LLC – Columbus, OH (APP-000453620)** to the Board for consideration.

- R-2022-0198** Ms. Buettner moved that the Board grant **Five Points Recovery, LLC's** waiver request. The motion was seconded Mr. Goodman and approved by the Board: Yes-5, No-0.
- 1:11 p.m.** Ms. Southard presented an OBOT Non-Physician Ownership/Operator Waiver Request from **Spectrum Outreach Services, Ltd. – Ironton, OH** to the Board for consideration.
- R-2022-0199** Mr. Grimm moved that the Board grant **Spectrum Outreach Services, Ltd.'s** waiver request. The motion was seconded Mr. Huston and approved by the Board: Yes-5, No-0.
- 1:14 p.m.** Ms. Southard presented an Examination Extension Request from **Anum Aftab – Streetsboro, OH** to the Board for consideration.
- R-2022-0200** Mr. Huston moved that the Board grant **Anum Aftab's** request. The motion was seconded Ms. Buettner and approved by the Board: Yes-5, No-0.
- 1:18 p.m.** Ms. Dehner presented an OBOT Felony Waiver Request from **Wellness & Addiction Recovery Services, TDDD 02-2693350** to the Board for consideration.
- R-2022-0201** Mr. Huston moved that the Board grant **Wellness & Addiction Recovery Services'** felony waiver request. The motion was seconded Mr. Grimm and approved by the Board: Yes-5, No-0.
- 1:22 p.m.** Ms. Dehner and Ms. Siba provided an update on House Bill 263 and provided a preview of future Notice of Opportunity for Hearing Language.
- 1:32 p.m.** Mr. Wilt and Ms. Dehner presented an updated Probation Tolling Grid with the Probation Committee's recommendation to approve.
- R-2022-0202** Mr. Grimm moved that the Board adopt the updated Probation Tolling Grid. The motion was seconded Mr. Huston and approved by the Board: Yes-5, No-0. The following Probation Tolling Grid was adopted by the Board:
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**STATE OF OHIO BOARD OF PHARMACY
SUSPENSION/PROBATION VIOLATION TOLLING LIST
Updated/Board Approved November 8, 2021**

Violation	Additional Time	Notes
Failure to Comply with Treatment Recommendations	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Failure report relapse to Board and/or Monitor	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Unexcused failure to appear before the PC as requested	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Failure to enter into a 5-year contract with a provider and/or	Minimum 6-month tolling, review by PC for possible extension of	

monitor as required by Order (and not otherwise exempted)	tolling and/or appearance before it or Board	
Missed Test	1 st missed test = minimum 3-month tolling, review by PC 2 nd missed tests within 12 months = mandatory appearance before PC	
Unexcused absence from monthly PRO meeting	2 nd missed PRO mtg = minimum 3-month tolling, review by PC for possible appearance before it or Board	1 st missed mtg Monitor handles
Failure to Comply with Addictive Drug Protocols	Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Unexcused Failure to Participate in Continuing Care (Aftercare) per month	Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	

<p>Positive Test (anything other than OTC) AND/OR Subsequent Dilute Test without documented medical condition</p>	<p>Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board</p>	
<p>Positive test for over the counter medication without a prescription</p>	<p>Minimum One month tolling</p>	<p>Sedatives, Soporifics, and mood altering over the counter medicine results in 2 month tolling</p>
<p>Unexcused Failure to Attend Required Abstinence-Based Meetings per week</p>	<p>2nd violation automatic 3-month tolling of probation term</p>	<p>1st violation Monitor handles</p>
<p>Failure to notify the Board/PC of departure/absence from Ohio for more than 3 days</p>	<p>One month tolling</p>	
<p>Failure to Comply with terms of Monitor Contract not otherwise listed herein</p>	<p>PRO recommendation for missed call-ins to be a quarterly rate of under 93-94% of call ins. Case Example was probation with 5 missed call-ins in a quarter (out of 90 days, approximately 95%). Additional option to add a missed-call-ins at 95% over two or three quarters).</p>	
<p>Missed Call(s) to Monitor per week</p>		
<p>Multiple Missed Call/Log Ins to FSSolutions within the reporting quarter</p>		

Failure to send quarterly Reports to Board and/or Monitor by the required deadline	3 or more violations of any combination (including repeat violations) from this list within a 12-month timeframe will result in a minimum 3-month tolling and review by PC for possible extension of tolling and/or appearance before it or Board. Board and PC discretion for tolling up to three-months for any singular event.
First Dilute Test	
Exceeding maximum # of hours work allowed	
Failure to obtain a sponsor within timeframe specified by Monitor	
Filling prescription for self	
Failure to notify Monitor of need for medication/prescription within 48 hours	
Failure to update medication list with Monitor	
Failure to renew verification every 90 days if need for medication is ongoing	
Failure to maintain personal contact with intervenor once a week	
Failure to submit the personal statement to the Board by the required deadline	

1:35 p.m.

Mr. Wilt and Ms. Dehner proposed to allow **Teresa Horning, RPh—Liberty Township, Ohio (03-132207)** to enter into a Non-Permanent Surrender Agreement, with the Probation Committee’s recommendation to approve.

R-2022-0203

Mr. George moved that the Board grant a Non-Permanent Surrender Agreement for **Teresa Horning, RPh—Liberty Township, Ohio (03-132207)**. The motion was seconded Mr. Huston and approved by the Board: Yes-5, No-0.

R-2022-0204

After votes were taken in public session, the Board adopted the following order in the Matter of **Nicole Cogan, Cincinnati, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

(Case Number 2020-0184)

In The Matter Of:

Nicole Cogan, R.Ph.
2881 Morning Watch Road
Cincinnati, Ohio 45244
(License No. 03-3-26834)

After reviewing the request to terminate probation submitted by Nicole Cogan, and upon recommendation of the Probation Committee, the Board hereby adopts the Probation Committee’s recommendation to grant the request to terminate the probation of Nicole Cogan and amend term 6 of the Settlement Agreement between the Board and Nicole Cogan effective August 11, 2020. Ms. Cogan’s term of probation will be terminated on the issuance of this Order.

All other Board terms and conditions remain in place.

Mr. Huston moved the Board ratify the Probations Committee's recommendation amending Term 6 of the August 11, 2020 Settlement Agreement, thus terminating Ms. Cogan's term of probation, Mr. Grimm seconded the motion. Motion passed (Aye – 5/Nay – 0).

1:45 p.m.

Mr. McNamee provided the Legislative Report.

1:52 p.m.

Mr. McNamee and Ms. Wai presented the following rules to the Board for approval: **4729:1-3-07 – Dispensing Nicotine Replacement Therapy by Pharmacists And 4729:8-4-03 - Access to Opioid Treatment Program Data Provided by The Ohio Department of Mental Health And Addiction Services.**

R-2022-0205

Mr. Goodman moved to approve **4729:1-3-07 – Dispensing Nicotine Replacement Therapy by Pharmacists And 4729:8-4-03 - Access to Opioid Treatment Program Data Provided by The Ohio Department Of Mental Health And Addiction Services** for filing with JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0.

2:06 p.m.

Mr. McNamee and Ms. Wai presented amendments to the following rules to the Board for approval: **4729:5-21-02 - Personally Furnishing Dangerous Drugs from An Opioid Treatment Program** and **4729:5-5-06 - Labeling of Drugs Dispensed on Prescription.**

R-2022-0206

Mr. Huston moved to approve **4729:5-21-02 - Personally Furnishing Dangerous Drugs from An Opioid Treatment Program and 4729:5-5-06 - Labeling of Drugs Dispensed on Prescription** for filing with CSI and JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-5, No-0.

2:11 p.m.

Mr. McNamee and Ms. Wai presented amendments to the following rules to the Board for approval: **4729:5-9-01 – Definitions, 4729:5-9-03.2 - Security, Storage and Control of Dangerous Drugs in An Institutional Facility, 4729:5-9-02.12 Drugs Repackaged or**

Relabeled By An Institutional Pharmacy, 4729:5-9-02.7 - Medication Orders For Inpatients And Outpatient Prescriptions, and 4729:5-9-02.3 Record Keeping At An Institutional Pharmacy.

R-2022-0207

Ms. Buettner moved to approve **4729:5-9-01 – Definitions, 4729:5-9-03.2 - Security, Storage and Control of Dangerous Drugs in An Institutional Facility, 4729:5-9-02.12 Drugs Repackaged or Relabeled by An Institutional Pharmacy, 4729:5-9-02.7 - Medication Orders For Inpatients And Outpatient Prescriptions. and 4729:5-9-02.3 Record Keeping at An Institutional Pharmacy** for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

2:20 p.m.

Mr. McNamee led a discussion on the implementation of a Drug Repository Program in the State of Ohio. The Board supported allowing a statute change to allow charitable pharmacies to enact drug repository programs.

R-2022-0208

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

4:30 p.m.

The Board returned to Public Session and recessed for the day.

Tuesday, November 9, 2021**9:00 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 via Microsoft Teams audio/visual conference call, which was also broadcast via Microsoft Teams, with the following members present:

Shawn C. Wilt, RPh, *Vice President/Presiding*; Trina L. Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; Tod Grimm, RPh; and Jeff Huston, RPh.

Absent: Rich Miller, RPh, President; Jennifer Rudell, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Ashley

Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrative Assistant*.

9:01 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 **Matthew Knisley, Chillicothe, Ohio.**

R-2022-0209

Mr. Huston 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. Goodman and a roll-call vote was conducted by *Vice President/Presiding Wilt* as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; and Huston-yes.

10:30 a.m.

The deliberation ended and the hearing was opened to the public.

R-2022-0210

After votes were taken in public session, the Board adopted the following order in the Matter of **Matthew Knisley, Chillicothe, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0275)

In The Matter Of:

**Matthew Knisley, RPh
114 Quail Road
Chillicothe, OH 45061
(License No. 03-327185)**

INTRODUCTION

The Matter of Matthew Knisley came for hearing on November 9, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Vice President Shawn Wilt RPh, *Presiding on behalf of Rich Miller*; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Jason George, RPh; T.J. Grimm, RPh.

Rich Miller, RPh and Jennifer Rudell, RPh; Absent.

Matthew Knisley was present but was not represented by Counsel, nor did he request a hearing. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Michael Trout, Board Agent
2. Sharon Shields, Board Inspector
3. Matthew Knisley, Respondent

Respondent's Witnesses:

NA

State's Exhibits:

1. Notice Letter, page 2
2. Inspection Report, page 12
3. Excel Summary of Accountability Audit, page 17
4. Summary of Cocaine Purchases, page 20
5. Statement of Respondent, page 21
6. Psychiatric Evaluation (*filed under seal), page 26

Respondent's Exhibits:

NA

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. A Board investigation revealed that between the dates of on or about March 6, 2018 through on or about February 5, 2020, Knisley

Pharmacy purchased pure Cocaine HCL Crystals, 100%, a schedule II controlled substance, from a wholesaler. Most purchases were for five grams of pure Cocaine HCL Crystals, 100%, on two occasions, Matthew Knisley purchased ten grams of Cocaine HCL Crystals, 100%. In total, Knisley Pharmacy purchased one-hundred ten grams of cocaine powder. Matthew Knisley owns, operates, and served – during the relevant timeframes herein – as the Responsible Person for Knisley Pharmacy. In an interview with Board agents, Matthew Knisley admitted to purchasing the cocaine powder for personal use and consumption and indicated he had consumed approximately eighty percent of the cocaine powder and destroyed the other twenty percent.

2. During an interview with a Board agent, Matthew Knisley further admitted to taking from the pharmacy and ingesting, without a lawful prescription, Adderall or a generic form of Adderall, primarily 20 mg dextroamphetamine amphetamine and amphetamine salts combination once he had stopped consuming the cocaine powder. These drugs are a schedule II controlled substance.
3. In addition, Matthew Knisley admitted, to a Board agent, to taking from the pharmacy and ingesting, without a lawful prescription, Hycodan 5mg/1.5mg/5ml, a schedule II controlled substance, for more than approximately four or five years, indicating he primarily used Hycodan if he had a chest cold.
4. During an audit of 103 drugs in Knisley Pharmacy's dangerous drug stock, 55 dangerous drugs revealed shortages, while 22 dangerous drugs overages were noted. The records demonstrated an improper accounting of the reviewed dangerous drugs, including controlled substance purchases, returns, and dispensations.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in paragraphs (1), (2), and (3) of the Allegations Section, constitutes a violation of ORC 2913.02, Theft of a Dangerous Drug/Controlled Substance, a fourth-degree felony.
2. Such conduct, as set forth in paragraphs (1), (2), and (3) of the Allegations Section, constitutes a violation of ORC 2925.11(A),

Possession of Dangerous Drugs, a Schedule-II controlled substance, each a fifth-degree felony.

3. Such conduct, as set forth in the Allegations Section each constitutes a violation of the ORC 4729.55:
 - a. A pharmacist...will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC Section 4729.55(B); and
 - b. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC Section 4729.55(C).
4. Such conduct as set forth in the Allegations Section, each constitutes a violation of the following sections of Rule 4729-9-11(A) of the OAC: All licensees and registrants shall provide effective and approved controls and procedures to deter and detect theft and diversion of dangerous drugs. In order to determine whether a licensee or registrant has provided effective and approved controls against diversion, the state board of pharmacy shall use the security requirements set forth in rule [4729-9-11](#) of the OAC as standards for the security controls and operating procedures necessary to deter and detect diversion.
5. Such conduct as set forth in the Allegations Section each constitutes a violation of the following sections of Rule 4729-5-11 of the OAC, as effective February 17, 2017:
 - a. The responsible person shall be responsible for the practice of the profession of pharmacy, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section [4729.55](#) of the Revised Code, adequate safeguards as required in division (C) of section [4729.55](#) of the Revised Code, security and control of dangerous drugs as required in rule [4729-9-11](#) of the Administrative Code and maintaining all drug records otherwise required, OAC Rule 4729-5-11(A)(2); and

- b. The person to whom the terminal distributor of dangerous drugs license has been issued and all pharmacists on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of drugs and the practice of pharmacy, OAC Rule 4729-5-11(A)(3); and
 - c. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729-5-11(C)(4); and
 - d. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs as required in rule 4729-9-11 of the Administrative Code and maintaining all records relating to the distribution dangerous drugs, OAC Rule 4729-5-11(C)(6).
6. Such conduct as set forth in the Allegations Section each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective March 1, 2019:
- a. The responsible person shall be responsible for the practice of the profession of pharmacy, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section [4729.55](#) of the Revised Code, adequate safeguards as required in division (C) of section [4729.55](#) of the Revised Code, security and control of dangerous drugs as required in rule [4729-9-11](#) of the Administrative Code and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(A)(2); and
 - b. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the

distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and

- c. A terminal distributor shall not have a responsible person who is addicted to or abusing alcohol or drugs, OAC Rule 4729:5-2-01(F)(9).
7. Such conduct as set forth in the Allegations Section each constitutes a violation of the following sections of Rule 4729-9-14(A) of the OAC:
- a. Each prescriber or terminal distributor of dangerous drugs shall keep a record of all controlled substances received, administered, personally furnished, dispensed, sold, destroyed, or used. The acts of prescribing, administering, dispensing, and destroying of a controlled substance must be documented with the positive identification of the responsible individual pursuant to paragraph (N) of rule [4729-5-01](#) of the Administrative Code. These records may be kept electronically if the method is approved by the state board of pharmacy and the records are backed-up each business day, OAC Rule 4729-9-14(A); and
 - i. Records of receipt shall contain a description of all controlled substances received, the kind and quantity of controlled substances received, the name and address of the persons from whom received, and the date of receipt, OAC Rule 4729-9-14(A)(1); and
 - ii. Records of administering, dispensing, personally furnishing or using controlled substances shall contain a description of the kind and quantity of the controlled substance administered, dispensed, personally furnished or used, the date, the name and address of the person to whom or for whose use, or the owner and identification of the animal for which, the controlled substance was administered, dispensed, or used, OAC Rule 4729-9-14(A)(2).
8. Such conduct as set forth in the Allegations Section each constitutes a violation of the following sections of Rule 4729-9-14(B) of the OAC, each TDDD shall maintain an inventory of all controlled substances as follows:

- a. Each inventory shall contain a complete and accurate record of all controlled substances on hand on the date the inventory is taken, OAC Rule 4729-9-14(B)(1), including:
 - i. The name of the substance, OAC Rule 4729-9-14(B)(1)(a); and
 - ii. The total quantity of the substance, OAC Rule 4729-9-14(B)(1)(b); and
1. Each finished form (e.g., ten-milligram tablet or ten-milligram concentration per milliliter), OAC Rule 4729-9-14(B)(1)(b)(i); and
2. The number of units or volume of each finished form in each commercial container (e.g., one-hundred-tablet bottle or ten-milliliter vial), OAC Rule 4729-9-14(B)(1)(b)(ii); and
3. The number of commercial containers of each such finished form (e.g., three one-hundred-tablet bottles or ten one-milliliter vials), OAC Rule 4729-9-14(B)(1)(b)(iii); and
 - iii. If the substance is listed in schedule I or II, the prescriber or terminal distributor of dangerous drugs shall make an exact count or measure of the contents, OAC Rule 4729-9-14(B)(1)(c); and
 - iv. If the substance is listed in schedule III, IV, or V, the prescriber or terminal distributor of dangerous drugs may make an estimated count or measure of the contents, unless the container holds more than one thousand tablets or capsules in which an exact count of the contents must be made, OAC Rule 4729-9-14(B)(1)(d); and
- b. A separate inventory shall be made for each place or establishment where controlled substances are in the possession or under the control of the prescriber or terminal distributor. Each inventory for each place or establishment shall be kept at the place or establishment, OAC Rule 4729-9-14(B)(2); and
- c. An inventory of all stocks of controlled substances on hand on the date the prescriber or terminal distributor first engages in the

administering, dispensing, or use of controlled substances. In the event the prescriber or terminal distributor of dangerous drugs commences business with no controlled substances on hand, this fact shall be recorded as the initial inventory, OAC Rule 4729-9-14(B)(3); and

- d. A TDDD shall take a new inventory of all stocks of controlled substances on hand every year following the date on which the initial inventory was taken, OAC Rule 4729-9-14(B)(4).
9. Such conduct as set forth in the Allegations Section each constitutes a violation of the following sections of Rule 4729-9-14(C) of the OAC: All records of receipt, distribution, administering, dispensing, personally furnishing, inventory, destruction, or using controlled substances shall be kept for a period of three years at the place where the controlled substances are located. Any terminal distributor of dangerous drugs intending to maintain such records at a location other than this place must first send a written request to the state board of pharmacy. The request shall contain the terminal distributor of dangerous drug name and license number of the requestor and the name and address of the alternate location. The state board of pharmacy will send written notification to the terminal distributor of dangerous drugs documenting the approval or denial of the request. A copy of the board's approval shall be maintained with the other records of controlled substances. Any such alternate location shall be secured and accessible only to representatives of the terminal distributor of dangerous drugs.
 10. Such conduct, as set forth in the Allegations Section each constitutes a violation of the following divisions of ORC 4729.16(A):
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16(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 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,

ORC [3715.52](#) to [3715.72](#), ORC Chapters 2925. or 3719., or any rule adopted by the Board under those provisions, ORC 4729.16(A)(2)(e); and

- d. Engaged in any conduct for which the Board may impose discipline as set forth in rules adopted under ORC 4729.26, ORC 4729.16(A)(2)(l).
11. Such conduct as set forth in the Allegations section each constitutes a violation of each of the following divisions of OAC 4729:1-4-01(B)(2) (as effective March 20, 2020):
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC 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 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 ORC Chapter 4729., ORC 3715.52 to 3715.72, ORC Chapters 2925., 3796., 3719., or 4752., or any rule adopted by the Board under those provisions, OAC 4729:1-4-01(B)(2)(e); 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...OAC 4729:1-4-01(B)(2)(m).

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 Matthew Knisley on June 25, 2021.

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. 03-127308, held

by Matthew Knisley and such suspension is effective as of the date of the mailing of this Order.

Matthew Knisley, pursuant to Rule 4729-9-01(F) 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 two years from the effective date of this Order, the Board will consider any petition filed by Matthew Knisley 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. Matthew Knisley must maintain a current address with the Board throughout the duration of the suspension.
2. Matthew Knisley 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. Matthew Knisley 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 Matthew Knisley 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 Glucoronide (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 Matthew Knisley 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. Matthew Knisley 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. Matthew Knisley 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 Matthew Knisley

reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Matthew Knisley 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 Matthew Knisley reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Matthew Knisley must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Matthew Knisley to possible additional sanctions, including and up to revocation of license.
6. Matthew Knisley 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. Matthew Knisley 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 Chapter 4729-7 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 the Summary Suspension on June 25, 2021, Matthew Knisley 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. Matthew Knisley 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, Matthew Knisley must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Matthew Knisley 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 Matthew Knisley is not in compliance with all terms of suspension shall toll the length of time of suspension during which Matthew Knisley 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. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.

15. If Matthew Knisley's employment is related to the practice of pharmacy, Matthew Knisley must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Matthew Knisley holds a professional license or applies for a professional license, all persons who provide Matthew Knisley chemical dependency treatment monitoring, and law enforcement and court personnel if Matthew Knisley 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 Matthew Knisley's license.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibit 6.

Mr. Grimm moved for Findings of Fact; Mr. Goodman seconded the motion. Motion passed (Yes-5/No-0).

Mr. Huston moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

Mr. Grimm moved for Action of the Board; Mr. Goodman seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

10:33 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct two adjudication hearings in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matters of **Lap Pan Chu, Sylvania, Ohio and Sober Nation, LLC, Dayton, Ohio.**

R-2022-0211 Mr. Goodman 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 a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; and Huston-yes.

11:11 a.m. The deliberation ended and the hearing was opened to the public.

R-2022-0212 After votes were taken in public session, the Board adopted the following order in the Matter of **Lap Pan Chu, Sylvania, Ohio.**

**ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2021-0266)**

In The Matter Of:

**Lap Pan Chu, RPh
8940 Sycamore Trail
Sylvania, OH 43560
License No. 03-127308**

INTRODUCTION

On June 25, 2021, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Lap Pan Chu (Respondent). Respondent received the Notice, via certified mail, return receipt requested, on July 3, 2021. Pursuant to Ohio Revised Code 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. Rather, Respondent waived his right to a hearing in writing on July 7, 2021. Accordingly, the matter

came before the Board under the authority of Goldman v. State Med. Bd. of Ohio, 110 Ohio App.3d 124, 129 (10th Dist.1996) on November 9, 2021, before the following members: Shawn Wilt, RPh, Vice President, Presiding; Trina Buettner, RPh; Victor Goodman, Public Member; Jeff Huston, RPh; TJ Grimm, RPh; and Jason George, RPh.

Rich Miller, RPh, and Jennifer Rudell, RPh; Absent

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Teresa Meyer, Board Regional Agent in Charge

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Settlement Agreement
3. April 2020 Notice Letter
4. CPE Monitor Activity Transcript
5. Continuing Education Certificate of Participation 1
6. Continuing Education Certificate of Participation 2
7. Continuing Education Certificate of Participation 3
8. Continuing Education Certificate of Participation 4
9. Email Chain with Respondent

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. On April 22, 2020, the Board issued a Notice of Opportunity for Hearing (Case no. A-2019-0312) to Respondent related to its investigation of an Anson Pharmacy employee performing pharmacy technician duties without obtaining appropriate registration with the Board, during which Respondent was listed as the Responsible Person of the pharmacy.
2. On or about June 9, 2020, Respondent and the Board entered into a settlement agreement to resolve Case no. A-2019-0312, wherein Respondent agreed, among other things, to:
 - a. Pay the Board a monetary penalty in the amount of \$1,000.00 within 30 days of the effective agreement (July 9, 2020). The monetary penalty was paid in full on July 13, 2020.
 - b. Obtain 6 hours of approved continuing pharmacy education (CEUs) within 6 months of the effective agreement (December 9, 2020) and submit copies of the completed CEUs to the Board. As of the issuance of the June 25, 2021, Notice, the Board had not received submission of any completed CEUs from Respondent and a CEU transcript for Respondent during the period of June 9, 2020, through June 17, 2021, listed a total of .5 contact hours completed.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of ORC 4729.16(A)(2):
 - a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, ORC 3715.52 to 3715.72, ORC Chapters 2925. or 3719., or any rule adopted by the Board under those provisions; ORC 4729.16(A)(2)(e);
 - b. Failed to comply with an order of the Board or a settlement agreement, ORC 4729.16(A)(2)(k); and

- c. Engaged in any conduct for which the Board may impose discipline as set forth in rules adopted under ORC 4729.26, ORC 4729.16(A)(2)(l).
2. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of each of the following divisions of OAC 4729:1-4-01(B)(2) (effective March 20, 2020):
 - a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of ORC Chapter 4729., ORC 3715.52 to 3715.72, ORC Chapters 2925., 3796., 3719. or 4752., or any rule adopted by the Board under those provisions, OAC 4729:1-4-01(B)(2)(e);
 - b. Failed to comply with an order of the board or a settlement agreement, OAC 4729:1-4-01(B)(2)(k);
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC 4729:1-4-01(B)(2)(m); and
 - d. Has been disciplined by the Board pursuant to ORC 4729.16, OAC 4729:1-4-01(B)(2)(n).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the Board hereby disciplines Lap Pan Chu with a written reprimand for his actions in this matter. Further, the Board imposes a monetary penalty in the amount of \$1,000.00. This fine will be attached to Lap Pan Chu's license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, Lap Pan Chu must login to www.elicense.ohio.gov and process the items in the cart.

Mr. Grimm moved for Findings of Fact; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0).

Mr. Grimm moved for Conclusions of Law; Mr. Huston seconded the motion. Motion passed ((Yes-5/No-0).

Mr. Goodman moved for Action of the Board; Ms. Buettner seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

R-2022-0213

After votes were taken in public session, the Board adopted the following order in the Matter of **Sober Nation, LLC, Dayton, Ohio**

ORDER OF THE STATE BOARD OF PHARMACY

(Case NumberA-2019-0003)

In The Matter Of:

Sober Nation, LLC.

c/o Mark MacNealy, DO

5900 North Main Street

Dayton, OH 45415

PENDING License No. 022841400

INTRODUCTION

On October 11, 2019, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Sober Nation, LLC. (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on November 9, 2021, before the following members: Shaw Wilt, RPh, Vice-President, *Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; and Jeff Huston.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Teresa Meyer—Board Compliance Agent

Respondent's Witnesses:

1. N/A

State's Exhibits:

1. Notice Letter
2. Application
3. Medical Board Discipline
4. Medical Board License Status- Dr. Charles Misja

Respondent's Exhibits:

- A. N/A

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. On the application, submitted on or about November 30, 2017, Sober Nation, LLC. answered "Yes" to the question inquiring whether the applicant has been the subject of a disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that was based in whole or in part, on the applicant's prescribing, dispensing, diverting, administering, storing, personally furnishing, compounding, supplying or selling a controlled substance or other dangerous drug (i.e. prescription drug), or is any such action pending.
2. On or about February 8, 2017, physician owner Charles Misja received a notice of opportunity for hearing from the State Medical Board of Ohio alleging Misja inappropriately treated and/or failed to appropriately treat; inappropriately used, prescribed, selected

and/or managed controlled substances or dangerous drugs; failed to appropriately fulfill the responsibilities of collaboration and supervision with another health care professional; and/or failed to appropriately document his treatment.

3. On or about April 11, 2018, Charles Misja's license to practice medicine and surgery was suspended by the State Medical Board of Ohio for an indefinite period of time, but not less than one year. Per the Ohio eLicense verification website, this suspension was to commence on the thirty-first day following the effective date of the order.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraph (3) of the Allegations Section, constitutes a violation of Section 4729.57(B)(7) of the ORC, ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code.
2. Such conduct as set forth in paragraph (3) of the Allegations Section, constitutes a violation of Section 4729.55(K) of the ORC, TDDD license requirements, in the case of an applicant who is operating a facility, clinic, or other location described in division (B) of section 4729.553 of the Revised Code that must hold a category III terminal distributor of dangerous drugs license with an office-based opioid treatment classification, the applicant meets the requirements to receive that license with that classification.
3. Such conduct as set forth in paragraph (3) of the Allegations Section, constitutes a violation of Rule 4729-9-19(A) of the OAC (effective until 3/1/2019), has been disciplined by any professional licensing board.
4. Such conduct as set forth in paragraph (3) of the Allegations Section, constitutes a violation of the following paragraphs of Rule 4729-9-19(B)(3) of the OAC (effective until 3/1/2019), knowingly employing a person who has been disciplined by any professional licensing board.

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, Rule 4729:5-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby denies the Application for Registration as a Terminal Distributor of Dangerous Drugs submitted by Sober Nation, LLC. on or about November 30, 2017 until such time as a properly licensed medical professional can submit an application on Sober Nation's behalf.

Mr. George moved for Findings of Fact; Mr. Goodman seconded the motion. Motion passed (Yes-5/No-0).

Mr. George moved for Conclusions of Law; Mr. Goodman seconded the motion. Motion passed (Yes-5/No-0).

Mr. Huston moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

- 11:14 a.m.** Ms. Maerten-Moore presented the Medical Marijuana Program Update.
- 11:17 a.m.** Ms. Maerten-Moore presented amendments to **Quantity of Medical Marijuana That May Be Purchased by A Patient or Caregiver (OAC 3796:8-2-04)** to the Board for approval.
- R-2022-0214** Ms. Buettner moved to approve **Quantity of Medical Marijuana That May Be Purchased by A Patient or Caregiver (OAC 3796:8-2-04)** for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.
- 11:21 a.m.** Ms. Maerten-Moore presented amendments to **Authorized Medical Marijuana Forms and Methods of Administration (OAC 3796:8-2-01)** and **Portions, Dosing and Units of Medical Marijuana Sold at A Dispensary (OAC 3796:8-2-06)** to the Board for approval.
- R-2022-0215** Ms. Buettner moved to approve **Authorized Medical Marijuana Forms and Methods of Administration (OAC 3796:8-2-01)** and

Portions, Dosing and Units of Medical Marijuana Sold at A Dispensary (OAC 3796:8-2-06) for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

11:25 a.m. Ms. Maerten-Moore provided an update on the Health Claims Review Committee.

11:28 a.m. Mr. McNamee presented amendments to rules **4729:5-9-02.12 Drugs Repackaged or Relabeled by An Institutional Pharmacy, 4729:5-9-02.7 - Medication Orders for Inpatients and Outpatient Prescriptions** to the Board for approval.

R-2022-0216 Ms. Buettner moved to amend the rules **44729:5-9-02.12 Drugs Repackaged or Relabeled by An Institutional Pharmacy, 4729:5-9-02.7 - Medication Orders for Inpatients and Outpatient Prescriptions** for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

R-2022-0217 Ms. Buettner moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code and that the Board return to public session and promptly adjourn at the conclusion of executive session. The motion was seconded by Mr. Grimm and a roll-call vote was conducted by *Vice President/Presiding Wilt* as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes.

1:10 p.m. The Board Returned to Public Session.

R-2022-0218 After votes were taken in public session, the Board adopted the following order in the Matter of **Sean Luptak, Westerville, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0481
Sean Luptak	:	
5160 Sharps Court	:	
Westerville, OH 43081	:	Pending Reg. No. 0090-
8000-6130-9585-0386	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Sean Luptak ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on June 18, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 23, 2021, via certified mail, return receipt requested. On or about April 6, 2021, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code, the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to Sean Luptak's address of record on April 30, 2021. It was not returned for failure of delivery. 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0219

After votes were taken in public session, the Board adopted the following order in the Matter of **Brandon Clinksale, Youngstown, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0663
Brandon Clinkscale	:	
2245 Selma Avenue	:	
Youngstown, OH 44504	:	Pending Reg. No. 0440-
2050-1121-7700-5888	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Brandon Clinkscale ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on August 3, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent June 25, 2021, via certified mail, return receipt requested. Respondent received the Notice on June 28, 2021. Pursuant to ORC 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

R-2022-0220

After votes were taken in public session, the Board adopted the following order in the Matter of **Dana Cashdollar, Reynoldsburg, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of _____ **:**

	:	Case No. A-2021-0055
	:	
116 Hampton Lane	:	
Reynoldsburg, OH 43068	:	Pending Reg. No. 0030-
5010-3015-2569-5699	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Dana Cashdollar ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 9, 2021. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent July 9, 2021, via certified mail, return receipt requested. Respondent received the Notice on July 12, 2021. Pursuant to ORC 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0221

After votes were taken in public session, the Board adopted the following order in the Matter of **James Hannah, Middleport, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0015
James Hannah	:	
186 N. 2nd Avenue	:	

Middleport, OH 45760 : **Pending Reg. No. 0090-**
9010-7154-5960-7165
Respondent. :

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

James Hannah ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on December 17, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent July 9, 2021, via certified mail, return receipt requested. Respondent received the Notice on July 14, 2021. Pursuant to ORC 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0222

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

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0431
Jonathan Jackson	:	
2142 Dana Street	:	
Toledo, OH 43609	:	Pending Reg. No. 0030-
1050-7019-7514-7843	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Jonathan Jackson ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on May 6, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent July 9, 2021, via certified mail, return receipt requested. Respondent received the Notice on July 12, 2021. Pursuant to ORC 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.

2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0223

After votes were taken in public session, the Board adopted the following order in the Matter of **Pierre Porter, Akron, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0059
Pierre Porter	:	
1126 Orlando Avenue, Apt. 3	:	
Akron, OH 44320	:	Pending Reg. No. 0030-
1060-2105-2663-3461	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Pierre Porter ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board

of Pharmacy on January 20, 2021. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent July 9, 2021, via certified mail, return receipt requested. Respondent received the Notice on July 13, 2021. Pursuant to ORC 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 November 9, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity 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 3796.14(B) and Ohio Administrative Code 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(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.
 Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0224

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient J.H.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0160
J.H.	:	
	:	
	:	MMJ Patient Reg. No.
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

J.H. ("Respondent") was issued Medical Marijuana Patient Registration No.  by the State of Ohio Board of Pharmacy on or about February 26, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 27, 2021, via certified mail, return receipt requested. Unable to

confirm delivery, and upon discovery of a new address for Respondent, the Board reissued the Notice, via certified mail, return receipt requested, on May 7, 2021. Respondent received the Notice on May 12, 2021. Pursuant to ORC 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 November 9, 2021 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. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may petition the Board for reinstatement 12 months after the effective date of this Order, or prior to 12 months if the petition is accompanied with additional supportive information from a recommending physician,

including:

- a. An acknowledgment by the physician related to the underlying conduct of this matter; and
- b. A recommendation that the patient registration be reinstated.

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

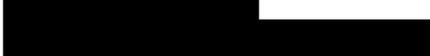
SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0225

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient N.L.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0038
N.L.	:	
	:	
	:	MMJ Patient Reg. No.
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

N.L. ("Respondent") was issued Medical Marijuana Patient Registration No.  by the State of Ohio Board of Pharmacy on or about June 2, 2020. The Board issued a Summary

Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on February 12, 2021, via certified mail, return receipt requested. Unable to confirm delivery, the Board reissued the Notice, via certified mail, return receipt requested, on March 29, 2021. Unable to confirm delivery, the Board reissued the Notice, via certified mail, return receipt requested, on May 21, 2021. Respondent received the Notice on May 24, 2021. Pursuant to ORC 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 November 9, 2021 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. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may

petition the Board for reinstatement 12 months after the effective date of this Order, or prior to 12 months if the petition is accompanied with additional supportive information from a recommending physician, including:

- a. An acknowledgment by the physician related to the underlying conduct of this matter; and
- b. A recommendation that the patient registration be reinstated.

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0226

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient C.K.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0155
C.K.	:	
	:	
	:	MMJ Patient Reg. No. 0090-
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

C.K. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about November 11, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 23, 2021, via certified mail, return receipt requested. Unable to confirm delivery, the Board reissued the Notice, via certified mail, return receipt requested, on June 8, 2021. Respondent received the Notice on June 12, 2021. Pursuant to ORC 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 November 9, 2021 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. Respondent’s Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may petition the Board for reinstatement 12 months after the effective date of this Order, or prior to 12 months if the petition is accompanied with additional supportive information from a recommending physician, including:
 - a. An acknowledgment by the physician related to the underlying conduct of this matter; and
 - b. A recommendation that the patient registration be reinstated.

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0227

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

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0131
C.C.	:	
[REDACTED]	:	
	:	MMJ Patient Reg.
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

C.C. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about August 20, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 13, 2021, via certified mail, return receipt requested. On or about June 21, 2021, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code, the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to C.C.'s address of record on June 22, 2021. It was not returned for failure of delivery. 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 November 9, 2021, 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. Respondent’s Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may petition the Board for reinstatement 12 months after the effective date of this Order, or prior to 12 months if the petition is accompanied with additional supportive information from a recommending physician, including:
 - a. An acknowledgment by the physician related to the underlying conduct of this matter; and
 - b. A recommendation that the patient registration be reinstated.

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0228

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient Z.A.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0071
Z.A.	:	
[REDACTED]	:	
	:	MMJ Patient Reg. No.

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. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may petition the Board for reinstatement 12 months after the effective date of this Order, or prior to 12 months if the petition is accompanied with additional supportive information from a recommending physician, including:

- a. An acknowledgment by the physician related to the underlying conduct of this matter; and
- b. A recommendation that the patient registration be reinstated.

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0229

After votes were taken in public session, the Board adopted the following order in the Matter of **Joshua Hoskinson, Newark, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0159
Joshua Hoskinson	:	
264 Rugg Avenue	:	
Newark, OH 43055	:	License
MME.05300399	:	No.
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Joshua Hoskinson ("Respondent") was issued Medical Marijuana Support Employee License No. MME.05300399 by the State of Ohio Board of Pharmacy on or about July 2, 2019. The Board issued a Summary

Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 27, 2021, via certified mail, return receipt requested. Unable to confirm delivery, and upon discovery of a new address for Respondent, the Board reissued the Notice, via certified mail, return receipt requested, on May 7, 2021. Respondent received the Notice on May 12, 2021. Pursuant to ORC 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 November 9, 2021 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, after review of the State's Exhibits and pursuant to ORC 3976.14, Ohio Administrative Code 3796:6-4-03, and Ohio Administrative Code 3796:6-4-04 the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and Ohio Adm.Code 3796:6-1-01(K), the Board further finds the conduct to be of such an egregious nature that employment in a facility responsible for dispensing medical marijuana, and providing services that impact the public's health and safety, warrant a permanent revocation. Based on the findings contained herein, the Board ORDERS as follows:

Respondent's Medical Marijuana Support Employee License Number MME. 05300399 is REVOKED.

1. With the exception of a medical marijuana patient/caregiver registration issued pursuant to Chapter 3796. of the Revised Code, Respondent may not apply or reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, as set for in OAC 4729:3-1-01(X).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0230

After votes were taken in public session, the Board adopted the following order in the Matter of **Cheyenne Close, Marion, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-
0129	:	
Cheyenne Close	:	
3897 Green Camp Essex Road, Lot B	:	
Marion, OH 43302	:	LicenseNo.ME.05301266
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Cheyenne Close ("Respondent") was issued Medical Marijuana Support Employee License No. MME.05301266 by the State of Ohio Board of Pharmacy on or about December 2, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 13, 2021, via certified mail, return receipt requested. On or about June 21, 2021, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code, the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to Cheyenne Close's address of record on June 22, 2021. It was not returned for failure of delivery. 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 November 9, 2021, 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, after review of the State's Exhibits and pursuant to ORC 3976.14, Ohio Administrative Code 3796:6-4-03, and Ohio Administrative Code 3796:6-4-04 the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and Ohio Adm.Code 3796:6-1-01(K), the Board further finds the conduct to be of such an egregious nature that employment in a facility responsible for dispensing medical marijuana, and providing services that impact the public's health and safety, warrant a permanent revocation. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Support Employee License Number MME. 05301266 is REVOKED.
2. With the exception of a medical marijuana patient/caregiver registration issued pursuant to Chapter 3796. of the Revised Code, Respondent may not apply or reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those Rachele Gonzales Case No. A-2020-0380 set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, as set for in OAC 4729:3-1-01(X).

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

Board Member Huston, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member George, RPh, seconded the motion. Motion passed (Yes- 5/No- 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0231

After votes were taken in public session, the Board adopted the following order in the Matter of **Jacob Wesley Thurston, Pickerington, Ohio.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2019-0287-MME)

IN THE MATTER OF:
Jacob Wesley Thurston
10049 Granden Street
Pickerington, OH 43147
(Medical Marijuana Support Employee License Number
MME.05300168)

INTRODUCTION

In the Matter of: Jacob Wesley Thurston came for hearing before Hearing Examiner Linda Mosbacher on July 15, 2021. Respondent was represented by attorney Samuel H. Shamansky, Esq. The State of Ohio was represented by Principal Assistant Attorney General Henry G. Appel, Esq. The matter came for consideration by the State of Ohio Board of Pharmacy (Board) on November 9, 2021, before the following members: Shawn Wilt, RPh, Vice President, *Presiding*; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; TJ Grimm, RPh; and Jason George, RPh.

Rich Miller, RPh, and Jennifer Rudell, RPh; Absent

BOARD REVIEW OF THE RECORD

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

- 1) Notice of Opportunity/Proposal to Take Disciplinary Action Against Medical Marijuana Support Employee License for Case No. A-2019-0287-MME
- 2) Notice of Opportunity/Proposal to Take Disciplinary Action Against Medical Marijuana Support Employee License for Case No. A-2019-0287-MME Proof of Service
- 3) Request for Hearing
- 4) Acknowledgment of Hearing Request
- 5) Acknowledgment of Hearing Request Proof of Service

- 6) Hearing Examiner Appointment Letter in Case No. A-2019-0287-MME
- 7) Journal Entry Setting Hearing, Dated March 10, 2020
- 8) Journal Entry Granting Continuance and Continuing Hearing Indefinitely, Dated May 13, 2020
- 9) Journal Entry Setting Hearing, Dated December 1, 2020
- 10) Journal Entry Setting Hearing, Dated May 26, 2021
- 11) Hearing Transcript

12) The following State of Ohio Exhibits admitted by the Hearing Examiner:

- Exhibit 01a: Notice Letter Case No. A-2019-0287-MME
- Exhibit 02: Request for Hearing Case No. A-2019-0287-MME
- Exhibit 03: Initial Scheduling Order
- Exhibit 04: Current Scheduling Order
- Exhibit 05: Statement of Emily Fleming
- Exhibit 06: Statement of Montana Roberts
- Exhibit 07: Photograph of Cultivation Site
- Exhibit 08: MMJ Plant Photo #1
- Exhibit 09: MMJ Plant Photo #2
- Exhibit 10: Video of Theft

- 13) Report and Recommendation
- 14) Report and Recommendation Cover Letter
- 15) Report and Recommendation Proof of Service

DECISION OF THE BOARD

After thorough review of the administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Mosbacher's Findings of Fact as detailed in the Report and Recommendation.

After thorough review of the administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Mosbacher's Conclusions of Law as detailed in the Report and Recommendation, and

modifies the Report and Recommendation as follows: to include the following additional violation of Law as set forth in the Notice:

- Remove Potential Violation of Law (2)(b), to remain consistent with HB 263 of the 133rd General Assembly and pending Board rule changes.
- Include Potential Violation of Law 2(c), as set forth in the Notice: The employee violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 2925., 3715., 3719., 3796., or 4729. of the Revised Code, or of any rule adopted by the board under those provisions, OAC 3796:6-4-03(A)(7).

After thorough review of the administrative record, the Board confirms and approves the Hearing Examiner's recommendation to revoke Respondent's medical marijuana employee license, MME.05300168. "Revoke" means to take action against a license rendering such license void and such license may not be reissues. "Revoke" is an action that is permanent against the license and licensee.

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

Mr. Grimm moved to confirm and approve the Hearing Examiner's Conclusions of Law, with the modifications described above; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

Mr. Grimm moved to confirm and approve the Hearing Examiner's recommendation to revoke Respondent's medical marijuana license, MME.05300268, as described above; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0232

After votes were taken in public session, the Board adopted the following order in the Matter of **Dominique Hollon, Lebanon, Ohio.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN
PART
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2021-0156-MME)

IN THE MATTER OF:
Dominique Hollon
195 Rosemarie Drive
Lebanon, OH 45036-1239
(Medical Marijuana Support Employee License Number
MME.05300438)

INTRODUCTION

Dominique Hollon (Respondent) was issued a Medical Marijuana Support Employee License (MME.05300438) on August 7, 2019. The Board issued a Summary Suspension/ Proposal to Take Disciplinary Action Against Medical Marijuana Support Employee License/Notice of Opportunity for Hearing on April 23, 2021. Respondent timely requested a hearing and the Matter of Dominique Hollon came for hearing before Hearing Examiner Shantae Decarlow on August 18, 2021. Respondent appeared *pro se* and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via certified mail, return receipt requested, on or about October 18, 2021. A courtesy copy was also issued to Respondent via email that day. The matter subsequently came for consideration by the Board on November 9, 2021, before the following members: Shawn Wilt, RPh, Vice President, *Presiding*; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; TJ Grimm, RPh; and Jason George, RPh. Rich Miller, RPh, and Jennifer Rudell, RPh; Absent

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 7, the hearing transcript, and Hearing Examiner Decarlow's Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Findings of Fact as detailed in the Report and Recommendation.

After thorough review of the administrative record, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Conclusions of Law as detailed in the Report and Recommendation.

After thorough review of the administrative record, the Board hereby modifies Hearing Examiner Decarlow's recommendation to remain consistent with cases of this type and revokes Respondent's medical marijuana employee license, MME.05300438. Revoke means to take action against a license rendering such license void and such license may not be reissues. Revoke is an action that is permanent against the license and licensee.

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

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

Mr. Grimm moved to modify the Hearing Examiner's recommendation, as described above, to revoke Respondent's medical marijuana license, MME.05300438; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0233

After votes were taken in public session, the Board adopted the following order in the Matter of **Connie Dammeyer, Liberty Twp, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART & MODIFYING IN PART
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2021-0167)

In The Matter Of Connie Dammeyer:

Connie Dammeyer, Certified Pharmacy Technician.

5227 Elk Run Drive
Liberty Twp, OH 45011-2088
(Suspended Registration No. 09-314900)

INTRODUCTION

A Summary Suspension/Notice of Opportunity for Hearing (Notice) was issued by the Board on May 7, 2021. The Matter of Connie Dammeyer came for hearing before Hearing Examiner Megan Jewett on July 6, 2021 at which time Connie Dammeyer was present, and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General and Maria Chabali, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was served upon the Respondent on or about October 5, 2021. Respondent filed a response to the report and recommendation with the Board on October 26, 2021. The matter subsequently came for consideration by the Board on November 9, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, Vice-President, *Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; and Jeff Huston, RPh.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered (1) through (7), Respondent's Exhibits labeled (A) through (G), the hearing transcript, Hearing Examiner Jewett's Report and Recommendation, and Respondent's Response to the Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby adopts Hearing Examiner Jewett's Findings of Facts (1) through (5), including those that specifically relate to the Board's Notice letter dated May 7, 2021. The Board modifies the Report and Recommendation to include the Allegations 1(a)-(b) and 2(a)-(d) as set forth in the Notice of Hearing dated May 7, 2021, in their entirety.

The Board adopts Conclusions of Law (1) through (4), inclusive, including the Board's violations of law as set forth in the Notice of Hearing dated May 7, 2021, as set forth by Hearing Examiner Jewett. All violations of law are supported based on the evidence in the record. Specifically, Respondent admitted to stealing Buprenorphine/Naltraxone because she heard it could help her get off other medications and/or to alleviate the symptoms she was feeling. (Tr. 15; R & R at pg. 6.) In total, respondent believes she stole medication on five or six occasions. (Tr. 20; R & R at pg. 6.) Respondent continues to suffer from the conditions that preceded her illegal behavior. This conduct raises serious concerns as to Respondent's ability to adequately perform her work duties. (R & R at pg. 7.)

The Board adopts the Hearing Examiner's Recommendation with modification. Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts, with modification, the recommendation of the Hearing Examiner to remove the summary suspension and suspend indefinitely the certified pharmacy technician registration number 09-314900, held by Connie Dammeyer, and such suspension is effective as of the mailing of this Order.

Connie Dammeyer, pursuant to Rule 4729-9-01(F) 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 during such period of suspension.

Further, after two years from the effective date of this Order, the Board will consider any petition filed by Connie Dammeyer for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the pharmacy technician registration if the following conditions have been met:

1. Connie Dammeyer must maintain a current address with the Board throughout the duration of the suspension.
2. Connie Dammeyer 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. Connie Dammeyer 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 Connie Dammeyer 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 Glucoronide (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 Connie Dammeyer 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. Connie Dammeyer 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. Connie Dammeyer 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 Connie Dammeyer reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Connie Dammeyer 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 Connie Dammeyer reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Connie Dammeyer must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Connie Dammeyer to possible additional sanctions, including and up to revocation of license.
6. Connie Dammeyer must demonstrate satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Connie Dammeyer 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 Chapter 4729-7 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. Connie Dammeyer 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.
9. Connie Dammeyer 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.

10. 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.
11. 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.
12. Periods during which Connie Dammeyer is not in compliance with all terms of suspension shall toll the length of time of suspension during which Connie Dammeyer 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. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
13. If Connie Dammeyer's employment is related to the practice of pharmacy, Connie Dammeyer must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Connie Dammeyer holds a professional license or applies for a professional license, all persons who provide Connie Dammeyer chemical dependency treatment monitoring, and law enforcement and court personnel if Connie Dammeyer has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
14. 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 Connie Dammeyer's registration.

Mr. Grimm moved to confirm and approve the Report and Recommendation of Hearing Examiner Jewett with the modifications outlined above. Mr. George seconded the motion. Motion passed (Yes - 5/No - 0).

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

R-2022-0234

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on July 9, 2021, in the matter of **Lynn Guittar, Columbus, Ohio.**

R-2022-0235

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

**IN THE MATTER OF:
CASE No. A-2020-0410
501-1788**

**DCR Surgery Center
License No. 02-1884600
c/o Deepak Kumar, MD
245 W. Elmwood Drive
Centerville, Ohio 45459**

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 DCR Surgery Center for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical grade oxygen and controlled substances, while operating without a Board-issued license. Together, the Board and DCR Surgery Center are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. DCR Surgery Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1884600.

FACTS

1. The Board initiated an investigation of DCR Surgery Center, Terminal Distributor of Dangerous Drugs license number 02-1884600, related to DCR Surgery Center’s illegal purchases of medical grade oxygen and controlled substances while operating without a Board-issued license.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to DCR Surgery Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. DCR Surgery Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. DCR Surgery Center agrees to pay to the Board a monetary penalty the amount of \$1,200.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. DCR Surgery Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. DCR Surgery Center agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by DCR Surgery Center of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to DCR Surgery Center by the Board and will NOT discharge DCR Surgery Center from any obligation under the terms of this Agreement.
6. DCR Surgery Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

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

R-2022-0236

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

**IN THE MATTER OF:
CASE No. A-2020-0543**

Almac Clinical Services, LLC
License No. 01-2234800
c/o Troy Suessmuth
25 Fretz Road
Souderton, PA 18964

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 Almac Clinical Services, LLC (Almac), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Almac 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. Pursuant to ORC Section 4729.52(G)(1)(c)(ii), if a complete application for renewal has not been submitted by the sixty-first day after the renewal date specified in rules adopted by the board, the license is considered void and cannot be renewed, but the license holder may reapply for licensure.
3. Almac Clinical Services, LLC, submitted an application for reinstatement of Wholesaler Distributor of Dangerous Drug License, No. 01-2234800, which lists Troy Sussmuth, as the Responsible Person. All documents required per the terms of the reinstatement application were submitted by December 24, 2020.

FACTS

1. The Board initiated an investigation of Almac, Wholesaler Distributor of Dangerous Drugs License No. 01-2234800, related to Almac’s illegal sales of dangerous drugs, including controlled substances, without a Board-issued license.
2. On or about March 9, 2021, the Board sent a Notice of Opportunity for Hearing to Almac, 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 April 5, 2021, Almac requested a hearing which was subsequently scheduled for August 10, 2021 and continued to a future date to pursue settlement negotiations.

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. Almac neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 9, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Almac agrees to pay to the Board a monetary penalty in the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
4. Almac's Wholesale Distributor of Dangerous Drugs license will be reinstated subject to satisfactory completion of all application and inspection requirements and payment of the fine.
5. Almac 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. Almac agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules

adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Almac 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 Almac by the Board and will NOT discharge Almac from any obligation under the terms of this Agreement.

7. Almac agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Almac 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 Almac will operate.
10. Almac explicitly withdraws its request for administrative hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0237

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

IN THE MATTER OF:
Case No. A-2020-00607 501-2637

Makayla Patterson
Registration No. 09-116078
26285 US Hwy 20A
Archbold, Ohio 43502

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 Makayla Patterson for the purpose of resolving all issues between the parties relating to the Board investigation of working at Family Care Pharmacy, located at 1260 S. Defiance Street, Archbold, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Makayla Patterson 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. Makayla Patterson is a pharmacy technician trainee in the state of Ohio under registration number 09-116078.

FACTS

1. The Board initiated an investigation of Makayla Patterson, pharmacy technician trainee registration number 09-116078,

related to Makayla Patterson's working as a pharmacy technician at Family Care Pharmacy without maintaining a valid registration as a pharmacy technician.

2. On or about May 28, 2021, the Board sent a Notice of Opportunity for Hearing to Makayla Patterson 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. Makayla Patterson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 28, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Makayla Patterson agrees to pay to the OSBP the amount of \$50.00. This fine will be attached to the registration record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. Makayla Patterson must obtain two hours of approved continuing pharmacy education (0.2 CEUs) which may not also be used for license renewal. The 0.2 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. Makayla Patterson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Makayla Patterson understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Makayla Patterson 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. Makayla Patterson 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. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0238

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

**IN THE MATTER OF:
CASE No. A-2019-0177**

**Northeast Ohio Center for Pain Management
License No. 02-2141500**

c/o Dr. Richard Ray
60 S. Pleasant Street, Ste. B
Oberlin, OH 44074

**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 Northeast Ohio Center for Pain Management Pharmacy, for the purpose of resolving all issues between the parties relating to the Board investigation of operating a Pain Management Clinic without the proper licensure. Together, the Board and Northeast Ohio Center for Pain Management 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. Northeast Ohio Center for Pain Management is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2141500.

FACTS

1. The Board initiated an investigation of Northeast Ohio Center for Pain Management, Terminal Distributor of Dangerous Drugs license number 02-2141500 for operating a Pain Management Clinic without proper licensure.
2. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing to Northeast Ohio Center for Pain Management, 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. Northeast Ohio Center for Pain Management neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Northeast Ohio Center for Pain Management agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Northeast Ohio Center for Pain Management agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Northeast Ohio Center for Pain Management 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 Northeast Ohio Center for Pain Management 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 Northeast Ohio Center for Pain Management by the Board and will NOT discharge Northeast Ohio Center for Pain Management from any obligation under the terms of this Agreement.

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

R-2022-0239

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

**IN THE MATTER OF:
Case No. A-2020-0447
I-2020-0652**

**Rebecca Freedman, RPh
License. No. 03-233607**
791 Timberline Trail
Sagamore Hills, OH 44067

**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 Rebecca Freedman, 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 Rebecca Freedman 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. Rebecca Freedman is a licensed pharmacist in the state of Ohio under license number 03-233607.
3. Rebecca Freedman was the Responsible Person of Walgreens Pharmacy #12634, located at 1415 Rockside Road, Cleveland, Ohio.

FACTS

4. The Board initiated an investigation of Rebecca Freedman, pharmacist license number 03-233607, and Walgreens Pharmacy

#12634, related to an employee of Walgreens Pharmacy #12634 performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. At all relevant times, Rebecca Freedman was listed as the Responsible Person at Walgreens Pharmacy #12634.

5. On or about June 22, 2021, the Board sent a Notice of Opportunity for Hearing to Rebecca Freedman, 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 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. Rebecca Freedman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 22, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Rebecca Freedman agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Rebecca Freedman's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Rebecca Freedman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Rebecca Freedman understands that she has the right to be represented by counsel for review and execution of this agreement.

6. Rebecca Freedman 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.
 7. Rebecca Freedman explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 8. 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.
 9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 10. 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.
 11. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0240

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

**IN THE MATTER OF:
CASE No. A-2019-0187**

**Joseph Amaismeier, R.Ph.
License No. 03-120918
8881 Blue Ridge Road
Hopedale, Ohio 43976**

**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 Joseph Amaismeier, R.Ph, for the purpose of resolving all issues between the parties relating to the Board investigation of his practice as a pharmacist. Together, the Board and Joseph Amaismeier, R.Ph., 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, 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. Joseph Amaismeier is an Ohio-licensed pharmacist under license number 03-120918.

FACTS

1. The Board initiated an investigation of Joseph Amaismeier's practice of pharmacy.
2. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing to Joseph Amaismeier, 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 July 30, 2021, Joseph Amaismeier, through counsel, timely requested an administrative hearing, which was subsequently scheduled for December 8, 2021.

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. Joseph Amaismeier neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Joseph Amaismeier agrees to pay a fine of \$1,000.00 to the State of Ohio Board of Pharmacy. The fine shall be paid no later than thirty (30) days from the effective date of this Settlement Agreement. You must login to www.elicense.ohio.gov and process the items in your cart to pay this fine.
4. Joseph Amaismeier agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Joseph Amaismeier understands that the Board will not consider any request for deviation from the terms and conditions of this Agreement until a minimum of one year has passed from the effective date of this Agreement.
6. Joseph Amaismeier understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Joseph Amaismeier 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. Joseph Amaismeier waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter 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-2022-0241

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

**IN THE MATTER OF:
CASE NO. A-2020-0757**

**Frontage Laboratories
License No. 02-1192950
c/o Lauren Brierley, DVM
10845 Wellness Way
Painesville, Ohio 44077**

**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 Frontage Laboratories, for the purpose of resolving all issues between the parties relating to the Board investigation of Frontage Laboratories loss of controlled substances. Together, the Board and Frontage Laboratories 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. Frontage Laboratories has an active TDDD license with the Board under license number 02-1192950 which lists Dr. Lauren Brierley as the Responsible Person.

FACTS

1. The Board initiated an investigation of Frontage Laboratories, TDDD license number 02-1192950, related to Frontage Laboratories unexplained loss of controlled substances.
2. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing to Frontage Laboratories, 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 August 3, 2021, Frontage Laboratories timely requested a hearing which was subsequently scheduled for January 10, 2022. On or about August 30, 2021, Frontage Laboratories submitted to the Board a proposed settlement.

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 Agreement as though fully set forth herein.
2. Frontage Laboratories neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 17, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Frontage Laboratories agrees to pay to the Board a monetary penalty in the amount of \$7,500.00. This fine will be attached to

Frontage Laboratories' license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Frontage Laboratories agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Frontage Laboratories 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 Frontage Laboratories 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 Frontage Laboratories by the Board and will NOT discharge Frontage Laboratories from any obligation under the terms of this Agreement.
6. Frontage Laboratories agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Frontage Laboratories understands that it has the right to be represented by counsel for review and execution of this Agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Frontage Laboratories will operate.
9. Frontage Laboratories expressly withdraws its request for hearing, waives its opportunity to be heard pursuant to Chapter 119, of the Ohio Revised Code, and waives any right to appeal.

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

R-2022-0242

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

**IN THE MATTER OF:
CASE No. A-2019-0309; A-2019-0304
A-2019-0308; A-2019-0303
A-2019-0302; A-2019-0306
A-2019-0305**

**Canton Fire Department Headquarters
License No. 02-0328050
c/o Randy Johnson, MD
110 7th Street SW
Canton, Ohio 44702**

**Canton Fire Department, Station #2
License No. 02-0328054
415 Belden Avenue SE
Canton, Ohio 44707**

**Canton Fire Department, Station #4
License No. 02-0328053
2502 Cleveland Avenue, NW
Canton, Ohio 44709**

Canton Fire Department, Station #5
License No. 02-0328056
3701 W. Tuscarawas Street
Canton, Ohio 44708

Canton Fire Department, Station #6
License No. 02-0328057
2621 Harmont Avenue, NE
Canton, Ohio 44705

Canton Fire Department, Station #7
License No. 02-0328052
1001 Mahoning Road NE
Canton, Ohio 44705

Canton Fire Department, Station #8
License No. 02-0328051
1330 Dueber Avenue, SW
Canton, Ohio 44706

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), City of Canton, and Canton Fire Department Headquarters and its satellite locations, Canton Fire Department Stations #2, #4, #5, #6, #7 and #8 (collectively, Canton Fire Department), for the purpose of resolving all issues between the parties relating to the Board investigation of Headquarters transferring medical oxygen, a dangerous drug, to the unlicensed satellite fire stations #2, #4, #5, #6, #7 and #8. Together, the Board and Canton Fire Department 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. Canton Fire Department Headquarters is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328050.
3. Canton Fire Department, Station #2 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328054.
4. Canton Fire Department, Station #4 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328054.
5. Canton Fire Department, Station #5 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328056.
6. Canton Fire Department, Station #6 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328057.
7. Canton Fire Department, Station #7 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328052.
8. Canton Fire Department, Station #8 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0328051.

FACTS

1. The Board initiated an investigation of Headquarters, Terminal Distributor of Dangerous Drugs license number 02-0328050, related to Headquarters transferring medical oxygen to unlicensed satellite fire station locations #2 (02-0328054), #4 (02-0328054), #5 (02-0328056), #6 (02-0328057), #7 (02-0328052) and #8 (02-0328051).
2. On or about April 23, 2020, the Board sent a Notice of Opportunity for Canton Fire Department, which outlined its 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. Canton Fire Department neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 23, 2020; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Canton Fire Department agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Canton Fire Department agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Canton Fire Department agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Canton Fire Department understands that it has the right to be represented by counsel for review and execution of this agreement.
7. 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 Canton Fire Department will operate.
8. Canton Fire Department 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.
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.

R-2022-0243

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

**IN THE MATTER OF:
Case No. A-2021-0077
501-3772**

**Anna-Marie Oakes, RPh
License No. 03-230107
3569 McCleary-Jacoby Road
Cortland, Ohio 44410**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Anna-Marie Oakes, 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 Anna-Marie Oakes 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. Anna-Marie Oakes is a licensed pharmacist in the state of Ohio under license number 03-230107.
3. Anna-Marie Oakes was the Responsible Person of Ashtabula County Medical Center, located at 2420 Lake Avenue, Ashtabula, Ohio.

FACTS

1. The Board initiated an investigation of Anna-Marie Oakes, pharmacist license number 03-230107, and Ashtabula County Medical Center, related to an employee of Ashtabula County Medical Center performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about May 6, 2021, the Board sent a Notice of Opportunity for Hearing to Anna-Marie Oakes, 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 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. Anna-Marie Oakes neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 6, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Anna-Marie Oakes agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Anna-Marie Oakes's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Anna-Marie Oakes agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Anna-Marie Oakes understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Anna-Marie Oakes 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.
7. Anna-Marie Oakes explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. 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.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. 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.

R-2022-0243

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

**IN THE MATTER OF:
Case No. A-2020-0415
I-2020-0419**

Bonnie Dillavou
Registration No. 09-300102
314 Travis Drive
Riverside, OH 45431

**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 Bonnie Dillavou, for the purpose of resolving all issues between the parties relating to Board case no. A-2020-0418. Together, the Board and Bonnie Dillavou 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. Bonnie Dillavou is a certified pharmacy technician in the state of Ohio under registration number 09-300102.

FACTS

1. The Board initiated an investigation of Bonnie Dillavou, certified pharmacy technician registration number 09-300102, which resulted in the Board issuing a May 21, 2021, Notice of Opportunity for Hearing to Bonnie Dillavou, 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 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. Bonnie Dillavou neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bonnie Dillavou agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Bonnie Dillavou's registration record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. Bonnie Dillavou agrees to attend a presentation of the Board's Responsible Person Roundtable within 6 months of the effective date of this Agreement, which qualifies for 1 hour of approved continuing pharmacy education (0.1 CEU), and which may not also be used for registration renewal. Copies of the completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
5. Bonnie Dillavou must obtain, within 6 months from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) related to compounding, which may not also be used for registration renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. Bonnie Dillavou agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Bonnie Dillavou understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Bonnie Dillavou 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. Bonnie Dillavou 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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0244

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

**IN THE MATTER OF:
Case No. A-2020-0282
I-2020-0419**

**Amro Elsayed
Pharmacy Intern License No. 06-1000003
Registration No. 09-112840
6626 Fountains Blvd., Unit 2**

West Chester, Ohio 45069

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 Amro Elsayed, RPh, for the purpose of resolving all issues between the parties relating to Board case no. A-2020-0282. Together, the Board and Amro Elsayed 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. 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.
3. Amro Elsayed is presently licensed as a pharmacist in the state of Ohio under license number 03-440596, which was issued on June 4, 2021, and is not related to Case No. A-2020-0282.
4. Amro Elsayed held a pharmacy technician trainee in the state of Ohio under registration number 09-112840, which was placed in inactive status on July 1, 2021.
5. Amro Elsayed held a pharmacy intern license in the state of Ohio under license number 06-1000003, which expired on or about September 15, 2019.

FACTS

1. The Board initiated an investigation of Amro Elsayed, who previously held pharmacy intern license number 06-1000003 and pharmacy technician trainee registration number 09-112840, which resulted in the Board issuing a May 21, 2021, Notice of Opportunity for Hearing to Amro Elsayed, 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. Amro Elsayed neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Amro Elsayed agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Amro Elsayed's license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Amro Elsayed agrees to attend a presentation of the Board's Responsible Person Roundtable within 6 months of the effective date of this Agreement, which qualifies for 1 hour of approved continuing pharmacy education (0.1 CEU), and which may not also be used for license renewal. Copies of the completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
5. Amro Elsayed must obtain, within 6 months from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) related to compounding, which may not also

be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

6. Amro Elsayed agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Amro Elsayed understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Amro Elsayed agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Amro Elsayed 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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0245

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

**IN THE MATTER OF:
CASE No. A-2020-0237
I-2019-1550**

**National Church Residences Medical Home
License No. 02-2270750**
c/o John Weigand, MD
1280 Norton Avenue
Columbus, Ohio 43212

**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 National Church Residences Medical Home (National Church) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and National Church 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. National Church, located at 1280 Norton Avenue, Columbus, Ohio, is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2270750.

FACTS

1. The Board initiated an investigation of National Church, Terminal Distributor of Dangerous Drugs license number 02-2270750, related to National Church's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about May 5, 2021 the Board sent a Notice of Opportunity for Hearing to National Church, 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. National Church neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. National Church agrees to pay to the Board a monetary penalty the amount of \$400.00 This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. National Church agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. National Church 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 National Church 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 National Church by the Board and will NOT discharge National Church from any obligation under the terms of this Agreement.

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

R-2022-0246

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

IN THE MATTER OF:

**Case No. A-2020-0718
501-2821**

**Jason Plummer, RPh
License No. 03-123865**
308 Private Road 254
Ironton, Ohio 45638

**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 Jason Plummer, 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 Jason Plummer 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. Jason Plummer is a licensed pharmacist in the state of Ohio under license number 03-123865.
3. Jason Plummer is the Responsible Person of Coal Grove Pharmacy, located at 600 Marion Pike, Ironton, Ohio.

FACTS

1. The Board initiated an investigation of Jason Plummer, pharmacist license number 03-123865, and Coal Grove Pharmacy, related to an employee of Coal Grove Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.

2. On or about May 17, 2021, the Board sent a Notice of Opportunity for Hearing to Jason Plummer, 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. Jason Plummer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Jason Plummer agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Jason Plummer's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Jason Plummer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Jason Plummer understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Jason Plummer 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.

7. Jason Plummer explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. 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.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. 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.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0247

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

**IN THE MATTER OF:
CASE No. A-2020-0608**

**Gregory Mark King, R.Ph.
License No. 03-217651
5953 Huntley Rd.
Windsor, OH 44099**

**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 Gregory King, for the purpose of resolving all issues between the parties relating to the Board

investigation of an error in dispensing of phenytoin. Together, the Board and Gregory King 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, 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. Gregory King is an Ohio-licensed pharmacist under license number 03-217651.

FACTS

1. The Board initiated an investigation of Gregory King, R.Ph., pharmacist license number 03-217651, related to Gregory King's error in dispensing of phenytoin.
2. On or about July 9, 2021, the Board sent a Notice of Opportunity for Hearing to Gregory King, amended and reissued on July 16, 2021, 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 July 11, 2021, Gregory King, by and through counsel Steven Sindell, timely requested an administrative hearing, which was subsequently scheduled for November 8, 2021.

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. Gregory King neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 9, 2021, as amended on July 16, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Gregory King agrees to pay to the OSBP a monetary penalty in the amount of \$500. This penalty must be paid no later than 90 days from the effective date of this Agreement. To pay this monetary penalty, Gregory King must login to www.elicense.ohio.gov and process the items in his cart.
4. Gregory King must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Gregory King agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Gregory King understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Gregory King 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, as required by that jurisdiction, including to the Board on renewal applications or applications for a new license.
8. Gregory King waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws his 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.

R-2022-0248

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

**IN THE MATTER OF:
CASE NO. A-2019-0379**

**Tammy Reeves, R.Ph.
License No. 03-319947**
153 Bellview Street NE
Canton, OH 44721

**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 Tammy Reeves, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing in violation of Chapter 4729 of the Ohio Revised Code (ORC), and Chapter 4729:1-4-01 of the Ohio Administrative Code (OAC). Together, the Board and Tammy Reeves are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to division (A)(1) of Section 4729.16 of the Ohio Revised Code (ORC), the Board may impose any one or more of the following sanctions on a pharmacist or pharmacy intern if the board finds the

individual engaged in any of the conduct set forth in division (A)(2) of ORC 4729.16:

- a. Revoke, suspend, restrict, limit, or refuse to grant or renew a license, ORC 4729.16(A)(1)(a); and/or
 - b. Reprimand or place the license holder on probation, ORC 4729.16(A)(1)(b); and/or
 - c. Impose a monetary penalty or forfeiture not to exceed in severity any fine designated under the Revised Code for a similar offense or in the case of a violation of a section of the Revised Code that does not bear a penalty, impose a monetary penalty or forfeiture of not more than \$500, ORC 4729.16(A)(1)(c).
2. Pursuant to paragraph (B)(1) of Rule 4729:1-4-01 of the Ohio Administrative Code (OAC) (effective May 1, 2018) the Board may impose any one or more of the following sanctions on a pharmacist or applicant for a pharmacist license if the board finds the individual engaged in any of the conduct set forth in paragraph (B)(2) of OAC 4729:1-4-01:
- a. Revoke, suspend, restrict, limit, or refuse to grant or renew a license, OAC 4729:1-4-01(B)(1)(a); and/or
 - b. Reprimand or place the license holder on probation, OAC 4729:1-4-01(B)(1)(b); and/or
 - c. Impose a monetary penalty or forfeiture not to exceed in severity any fine designated under the Revised Code for a similar offense or in the case of a violation of a section of the Revised Code that does not bear a penalty, impose a monetary penalty or forfeiture of not more than \$500, ORC 4729:1-4-01(B)(1)(c).
3. Tammy Reeves is a licensed pharmacist in the state of Ohio under license number 03-319947.

FACTS

1. The Board initiated an investigation of Tammy Reeves for leaving a pharmacy open and unattended.
2. On or about August 24, 2021, the Board sent a Notice of Opportunity for Hearing to Tammy Reeves, 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. Tammy Reeves neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 24, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Tammy Reeves agrees to pay a fine of \$500.00 to the State of Ohio Board of Pharmacy. The fine shall be paid no later than thirty (30) days from the effective date of this Settlement Agreement. You must login to www.elicense.ohio.gov and process the items in your cart to pay this fine.
4. Tammy Reeves agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Tammy Reeves understands that she has the right to be represented by counsel for review and execution of this agreement.

6. Tammy Reeves 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.
7. Tammy Reeves waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. 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.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. 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.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0249

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

**IN THE MATTER OF:
CASE NO. A-2020-0480**

McKesson Corporation
License No. 01-0977250
c/o Todd Spaulding
3000 Kenskill Avenue
Washington Court House, Ohio 43160

**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 McKesson Corporation, for the purpose of resolving all issues between the parties relating to the Board investigation of McKesson's Settlement Agreement with the Drug Enforcement Administration (DEA) and their alleged failure to report suspicious orders to the Board. Together, the Board and McKesson Corporation 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. McKesson Corporation, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-0977250, which lists Todd Spaulding, as the Responsible Person.

FACTS

1. The Board initiated an investigation of McKesson Corporation, Wholesaler Distributor of Dangerous Drugs License No. 01-0977250, related to McKesson Corporation's Settlement Agreement with the Drug Enforcement Administration (DEA) and their alleged failure to report suspicious orders to the Board.
2. On or about February 10, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson Corporation, 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 February 24, 2021, McKesson Corporation, through counsel, timely requested an administrative hearing, which was subsequently scheduled for August 9, 2021.

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. McKesson denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 10, 2021 and contests all allegations pertaining to suspicious order reporting; however, the Board maintains that it has evidence sufficient to sustain the allegations, such that if proven at hearing would constitute a finding that McKesson violated Ohio's pharmacy law(s) as set forth in the Notice of Opportunity for Hearing, and hereby adjudicates the same.
3. McKesson Corporation agrees to pay to the Board a monetary penalty in the amount of \$20,000.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. McKesson Corporation's WDDD License, No. 01-0977250, will be reprimanded, effective the date of this Agreement.
5. McKesson Corporation 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. McKesson Corporation agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations.

Any violation by McKesson Corporation 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 McKesson Corporation by the Board and will NOT discharge McKesson Corporation from any obligation under the terms of this Agreement.

7. McKesson Corporation agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. McKesson Corporation 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 McKesson Corporation will operate.
10. McKesson Corporation explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0250

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

**IN THE MATTER OF:
Case No. A-2020-0403
I-2020-0073**

**Ryan Pharmacy & Orthopedic Supply & Orthopedic Supply
License No. 02-0123200
Attn: Kevin Secrest, RPh (Responsible Person)
3340 Dorr Street
Toledo, OH 43607**

**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 Ryan Pharmacy & Orthopedic Supply for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy intern without maintaining appropriate licensure with the Board. Together, the Board and Ryan Pharmacy & Orthopedic Supply 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. Ryan Pharmacy & Orthopedic Supply has an active TDDD license with the Board under license number 02-0123200, which lists Kevin Secrest, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Ryan Pharmacy & Orthopedic Supply, TDDD license number 02-0123200, related to an employee performing duties of a pharmacy intern without obtaining and/or maintaining appropriate licensure with the Board.

2. On or about June 23, 2021, the Board sent a Notice of Opportunity for Hearing to Ryan Pharmacy & Orthopedic Supply , 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. Ryan Pharmacy & Orthopedic Supply neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 23, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Ryan Pharmacy & Orthopedic Supply agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to Ryan Pharmacy & Orthopedic Supply's license record and must be paid no later than 6 months from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Ryan Pharmacy & Orthopedic Supply agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Ryan Pharmacy & Orthopedic Supply 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 Ryan Pharmacy & Orthopedic Supply 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 Ryan Pharmacy & Orthopedic Supply by

the Board and will NOT discharge Ryan Pharmacy & Orthopedic Supply from any obligation under the terms of this Agreement.

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

R-2022-0251

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

IN THE MATTER OF LICENSEE:**CANNAMED THERAPEUTICS, LLC**

c/o Statuent, Inc.
450 West Wilson Bridge Road
Suite 340
Worthington, OH 43085

Case No. A-2020-0452**Case No. A-2021-0050****Case No. A-2021-0108****Case No. A-2021-0109****Case No. A-2021-0346****Case No. A-2021-0347**

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

This Settlement Agreement (the "Agreement") is made and executed by and among, Cannamed Therapeutics, LLC (doing business as Terrasana Labs), and the State of Ohio Board of Pharmacy (the "Board") to resolve the allegations contained within *Notices of Opportunity for Hearing/Proposals to Take Disciplinary Action Against Medical Marijuana Certificates of Operation* issued in the above-captioned cases. Cannamed Therapeutics, LLC and Board are each a "Party" and collectively the "Parties."

JURISDICTION

1. Pursuant to R.C. 3796.14(B) and the rules adopted thereunder, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to renew a license or registration issued under Chapter. 3796 of the Revised Code, suspend, suspend without prior hearing, revoke, or refuse to issue a license, or impose a civil penalty in an amount to be determined by the Board.
2. Pursuant to Ohio Adm.Code Rule 3796:6-4-03, the Board may, after notice and hearing in accordance with Chapter 119. of the Revised Code, revoke, suspend, limit, place on probation, or refuse to grant or renew a dispensary provisional license or certificate of operation if the Board finds the licensee violated any grounds for discipline listed in Ohio Adm.Code Rule 3796:6-4-03.
3. Pursuant to Ohio Adm.Code Rule 3796:6-4-04, the Board may, after notice and hearing in accordance with Chapter 119. of the Revised Code, impose any one or more of the following sanctions on a

dispensary if the Board finds any of the conduct set forth in Ohio Adm.Code Rule 3796:6-4-03:

- a. Revoke, suspend, limit, or refuse to grant or renew a license, including a dispensary certificate of operation; and/or
 - b. Reprimand or place the license holder on probation; and/or
 - c. Impose a monetary penalty, not to exceed fifty thousand dollars for each finding, or forfeiture.
4. On or about March 21, 2019, the Board issued a Certificate of Operation to Cannamed Therapeutics, LLC, MMD.0700011, to operate a medical marijuana dispensary at 10500 Antenucci Road, Suite 200, Garfield Heights, Ohio 44125.
 5. On or about March 21, 2019, the Board issued a Certificate of Operation to Cannamed Therapeutics, LLC, MMD.0700012, to operate a medical marijuana dispensary at 656 Grandview Avenue, Columbus, Ohio 43215.
 6. On or about March 21, 2019, the Board issued a Certificate of Operation to Cannamed Therapeutics, LLC, MMD.0700013, to operate a medical marijuana dispensary at 1800 East State Street, Fremont, Ohio 43420.
 7. On or about July 18, 2019, the Board issued a Certificate of Operation to Cannamed Therapeutics, LLC, MMD.0700022, to operate a medical marijuana dispensary at 183 Raydo Circle, Springfield, Ohio 45506.

FACTS

1. On or about August 23, 2021, the Board issued a *Notice of Opportunity for Hearing/Proposal to Take Disciplinary Action Against Medical Marijuana Certificate of Operation In the Matter of Licensee:*

Cannamed Therapeutics, LLC (DBA Terrasana Labs), Case No. A-2021-0050, which outlined the allegations and provided notice of Cannamed Therapeutics, LLC's rights to a hearing, its rights in such hearing, and its right to submit contentions in writing. On September 7, 2021, Cannamed Therapeutics, LLC requested a hearing in accordance with R.C. 119.07 and Chapter 3796:6 of the Ohio Administrative Code.

2. On or about August 23, 2021, the Board issued a *Notice of Opportunity for Hearing/Proposal to Take Disciplinary Action Against Medical Marijuana Certificate of Operation In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs)*, Case No. A-2021-0108, which outlined the allegations and provided notice of Cannamed Therapeutics, LLC's rights to a hearing, its rights in such hearing, and its right to submit contentions in writing. On September 7, 2021, Cannamed Therapeutics, LLC requested a hearing in accordance with R.C. 119.07 and Chapter 3796:6 of the Ohio Administrative Code.
3. On or about August 23, 2021, the Board issued a *Notice of Opportunity for Hearing/Proposal to Take Disciplinary Action Against Medical Marijuana Certificate of Operation In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs)*, Case No. A-2021-0109, which outlined the allegations and provided notice of Cannamed Therapeutics, LLC's rights to a hearing, its rights in such hearing, and its right to submit contentions in writing. On September 7, 2021, Cannamed Therapeutics, LLC requested a hearing in accordance with R.C. 119.07 and Chapter 3796:6 of the Ohio Administrative Code.
4. On or about August 23, 2021, the Board issued a *Notice of Opportunity for Hearing/Proposal to Take Disciplinary Action Against Medical Marijuana Certificates of Operation In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs)*, Case Nos. A-2021-0346, A-2020-0452, A-2021-0347, which outlined the allegations and provided notice of Cannamed Therapeutics, LLC's rights to a hearing, its rights in such hearing, and its right to submit contentions in writing. On September 7, 2021, Cannamed Therapeutics, LLC requested a hearing in accordance with R.C. 119.07 and Chapter 3796:6 of the Ohio Administrative Code.

WHEREFORE, the parties desire to resolve the above-referenced matters 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 Agreement as though fully set forth herein.
2. Cannamed Therapeutics, LLC (DBA Terrasana Labs) neither admits nor denies the allegations stated in the *Notices of Opportunity for Hearing* dated August 23, 2021; however, the Board finds that there is evidence sufficient to sustain the allegations regarding violations of Ohio's medical marijuana law as set forth in each notice.
3. *In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs), Case Nos. A-2021-0050 and A-2021-0347:* The Board imposes a Reprimand and a monetary penalty in the amount of \$10,000. The monetary penalty shall be paid-in-full within 90 days from the effective date of this Agreement.
4. *In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs), Case No. A-2021-0346:* The Board imposes a Reprimand and a monetary penalty in the amount of \$10,000. The monetary penalty shall be paid-in-full within 90 days from the effective date of this Agreement.
5. *In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs), Case No. A-2021-0108:* The Board imposes a Reprimand and a monetary penalty in the amount of \$30,000. The monetary penalty shall be paid-in-full within 90 days from the effective date of this Agreement.
6. *In the Matter of Licensee: Cannamed Therapeutics, LLC (DBA Terrasana Labs), Case Nos. A-2020-0452 and A-2021-0109:* The

Board imposes a Reprimand and a monetary penalty in the amount of \$50,000. The monetary penalty shall be paid-in-full within 90 days from the effective date of this Agreement.

7. Cannamed Therapeutics, LLC agrees and acknowledges that it will disclose this Board disciplinary action to the proper licensing authority of any state or jurisdiction in which it holds a license and where the law of such state or jurisdiction requires such disclosure, including to the Board on renewal applications or applications for a new license.
8. Cannamed Therapeutics, LLC agrees to pay all reasonable costs associated with the collection of any payment under this Agreement, and of the prosecution of any violation of this Agreement.
9. Cannamed Therapeutics, LLC understands that it has the right to be represented by counsel for review and execution of this Agreement.
10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties.
11. Cannamed Therapeutics, LLC expressly withdraws all requests for hearing, waives its opportunity to be heard pursuant to Chapter 119. of the Revised Code, and waives any right to appeal.
12. 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.
13. All Parties to this Agreement understand that this document is a public record under R.C. §149.43, and its terms will therefore become part of the minutes of a meeting of the Board.
14. 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.

15. This Agreement shall become effective upon the date of the Board President's signature below.
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 be governed by and construed in accordance with the laws of the State of Ohio.

R-2022-0252

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

**IN THE MATTER OF:
CASE NO. A-2020-0490**

V.L.
Patient Registration No. 0010-8090-3056-6443-2762
617 East Second Street
Port Clinton, OH 43452

**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 V.L. for the purpose of resolving all issues between the parties relating to the Board investigation in Case No. A-2020-0490 for theft of medical marijuana from a medical marijuana dispensary. Together, the Board and V.L. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend,

suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.

2. V.L. is a licensed medical marijuana patient under patient registration number 0010-8090-3056-6443-2762.

FACTS

1. On or about May 12, 2020, the Board initiated an investigation of V.L., related to the theft of medical marijuana product at the Terrasana Labs medical marijuana dispensary, located at 1800 East State Street, Fremont, OH 43420.
2. On or about February 17, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to V.L., which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about February 27, 2021, V.L. timely requested an administrative hearing, which was subsequently scheduled for May 18, 2021. The matter was subsequently continued while the parties engaged in settlement negotiations.

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. V.L. neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing (Notice) letter dated February 17, 2021; the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio law as set forth in the Notice, and hereby adjudicates the same.

3. V.L.'s medical marijuana patient registration 0010-8090-3056-6443-2762 is **REPRIMANDED**, which is disciplinary in nature pursuant to Ohio Adm.Code 3796:7-2-08(A)(2).
4. For a period of one year from the effective date of this Agreement, V.L. agrees not to physically enter the Terrasana Labs medical marijuana dispensary, located at 1800 East State Street, Fremont, OH 43420 (the "Restricted Period"). During the Restricted Period, V.L. may utilize curbside pickup or may have a registered caregiver purchase medical marijuana in accordance with Chapter 3796. of the Revised Code, and any rule adopted thereunder, on behalf of V.L.
3. V.L. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
4. V.L. understands that she has the right to be represented by counsel for review and execution of this agreement.
5. V.L. 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.
6. V.L. withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
7. 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.
8. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
9. 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.

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

R-2022-0253

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

IN THE MATTER OF:

CASE NO. A-2021-0128

Julia Fultz

License No. MME.05301252

11926 Hillcrest Drive

Kenton, OH 43326

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 Julia Fultz for the purpose of resolving all issues between the parties relating to the Board investigation in Case No. A-2021-0128 for trafficking in medical marijuana. Together, the Board and Julia Fultz are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.
2. Julia Fultz is a licensed medical marijuana support employee issued license number MME.05301252.

FACTS

1. On or about March 26, 2021, the Board initiated an investigation of Julia Fultz related to the trafficking of medical marijuana at the Sunnyside Medical Marijuana Dispensary, located at 326 James Way, Marion, OH 43302.
2. On or about April 13, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Julia Fultz, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about April 30, 2021, Julia Fultz timely requested an administrative hearing, which was subsequently scheduled for August 20, 2021. The matter was subsequently continued while the parties engaged in settlement negotiations.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. **JULIA FULTZ PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS MEDICAL MARIJUANA SUPPORT EMPLOYEE LICENSE, LICENSE NUMBER MME.05301252, WITH DISCIPLINE PENDING.**
3. **Julia Fultz may never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, except for a**

medical marijuana patient or caregiver registration issued pursuant to Chapter 3796. of the Revised Code.

4. Julia Fultz agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Julia Fultz understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Julia Fultz 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.
7. Julia Fultz 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.
8. 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.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. 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.
11. This Agreement shall become effective upon the date of the Board President's signature below.
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 be governed by and construed in accordance with the laws of the State of Ohio.

R-2022-0254

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

**IN THE MATTER OF:
CASE NO. A-2021-0132**

J.F.
Patient Registration No. 0080-6010-1048-7879-1082
11926 Hillcrest Drive
Kenton, OH 43326

**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 J.F. for the purpose of resolving all issues between the parties relating to the Board investigation in Case No. A-2021-032 for trafficking in medical marijuana. Together, the Board and J.F. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.
2. J.F. is a licensed medical marijuana patient under patient registration number 0080-6010-1048-7879-1082.

FACTS

1. On or about March 26, 2021, the Board initiated an investigation of J.F., related to the trafficking of medical marijuana at the Sunnyside Medical Marijuana Dispensary, located at 326 James Way, Marion, OH 43302.

2. On or about April 13, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to J.F., which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about April 30, 2021, J.F. timely requested an administrative hearing, which was subsequently scheduled for August 20, 2021. The matter was subsequently continued while the parties engaged in settlement negotiations.

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. J.F. does not contest the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing (Notice) letter dated April 13, 2021; the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio law as set forth in the Notice, and hereby adjudicates the same.
3. J.F.'s medical marijuana patient registration 0080-6010-1048-7879-1082 is **REPRIMANDED**, which is disciplinary in nature pursuant to Ohio Adm.Code 3796:7-2-08(A)(2).
3. J.F. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
4. J.F. understands that she has the right to be represented by counsel for review and execution of this agreement.

5. J.F. 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.
6. J.F. withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
7. 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.
8. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
9. 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.
10. This Agreement shall become effective upon the date of the Board President's signature below.
11. 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.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

R-2022-0255

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

IN THE MATTER OF:

**Case No. A-2020-0416
I-2020-0419**

**Wellness 1 Pharmacy
License No. 02-2323250
c/o Amro Elsayed, RPh
2420 S. Smithville Road
Kettering, OH 45420**

**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 Wellness 1 Pharmacy for the purpose of resolving all issues between the parties relating to Board case no. A-2020-0416. Together, the Board and Wellness 1 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. Wellness 1 Pharmacy has an active Terminal Distributor of Dangerous Drugs (TDDD) license with the Board under license number 02-2323250, which lists Amro Elsayed, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Wellness 1 Pharmacy, TDDD license number 02-2323250, which resulted in the Board issuing a May 21, 2021, Notice of Opportunity for Hearing to Wellness 1 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. Wellness 1 Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 21, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Wellness 1 Pharmacy agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to Wellness 1 Pharmacy's license record and must be paid no later than 6 months from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Wellness 1 Pharmacy is subject to a one-year probationary period, starting on the effective date of this Agreement.
5. Wellness 1 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. Wellness 1 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 Wellness 1 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 Wellness 1 Pharmacy by the Board and will NOT discharge Wellness 1 Pharmacy from any obligation under the terms of this Agreement.

7. Wellness 1 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. Wellness 1 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 Wellness 1 Pharmacy will operate.
10. Wellness 1 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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0256

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

**IN THE MATTER OF:
Case No. A-2020-0281
I-2020-0419**

**Barbara Burger, RPh
License No. 03-218063**
309 Wayne Drive
Fairborn, OH 45324

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Barbara Burger, RPh, for the purpose of resolving all issues between the parties relating to Board case no. A-2020-0281. Together, the Board and Barbara Burger 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. Barbara Burger is a licensed pharmacist in the state of Ohio under license number 03-218063.
3. At all times relevant to this matter, Barbara Burger was the Responsible Person of Wellness 1 Pharmacy, located at 2420 S. Smithville Road, Kettering, OH 45420.

FACTS

1. The Board initiated an investigation of Barbara Burger, pharmacist license number 03-218063, which resulted in the Board issuing a May 21, 2021, Notice of Opportunity for Hearing to Barbara Burger, 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 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. Barbara Burger neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Barbara Burger agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Barbara Burger's license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Barbara Burger agrees to attend a presentation of the Board's Responsible Person Roundtable within 6 months of the effective date of this Agreement, which qualifies for 1 hour of approved continuing pharmacy education (0.1 CEU), and which may not also be used for license renewal. Copies of the completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
5. Barbara Burger must obtain, within 6 months from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) related to compounding, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. Barbara Burger agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Barbara Burger understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Barbara Burger 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. Barbara Burger 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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0257

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

**IN THE MATTER OF:
Case No. A-2019-0223**

**Richard Bodeker, RPh
License No. 03-319997
14416 Mason Road
Vermillion, OH 44089**

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 Richard Bodeker, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Richard Bodeker 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, 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. Richard Bodeker is a licensed pharmacist in the state of Ohio under license number 03-319997.

FACTS

1. The Board initiated an investigation of Richard Bodeker, pharmacist license number 03-319997 related to an error in dispensing.
2. On or about July 30, 2021, the Board sent a Notice of Opportunity for Hearing to Richard Bodeker, 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. Richard Bodeker neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 30, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Richard Bodeker must obtain, within 6 months from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
4. Richard Bodeker agrees to pay to the Board the amount of amount of \$500.00. This fine will be attached to the registration record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
5. Richard Bodeker agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Richard Bodeker understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Richard Bodeker 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. Richard Bodeker 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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0258

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

**IN THE MATTER OF:
Case No. A-2020-0319**

Kayla Zielinski
Registration No. 09-212335
3543 Mayo Street
Toledo, OH 43611

**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 Kaylamonyc Zielinski for the purpose of resolving all issues between the parties relating to Board case no. A-2020-0319. Together, the Board and Kaylamonyc Zielinski are referred to hereinafter as "the parties."

JURISDICTION

3. 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 registered pharmacy technician in the state of Ohio.

4. Kaylamonyc Zielinski is a registered pharmacy technician in the State of Ohio under registration number 09-212335.

FACTS

1. The Board initiated an investigation of Kaylamonyc Zielinski, registered pharmacy technician registration number 09-212335, related to her notification to the Board of a 2020 misdemeanor conviction.
2. On or about September 22, 2021, the Board sent a Notice of Opportunity for Hearing to Kaylamonyc Zielinski 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. Kaylamonyc Zielinski neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 22, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby disciplines Kaylamonyc Zielinski, registered technician no. 09-212335, with a written reprimand for her actions in this matter.

4. Kaylamonyc Zielinski agrees to pay to the Board the amount of \$50.00. This fine will be attached to the registration record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
 5. Kaylamonyc Zielinski agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Kaylamonyc Zielinski understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Kaylamonyc Zielinski 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. Kaylamonyc Zielinski 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. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2022-0259

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

**IN THE MATTER OF:
CASE NO. A-2019-0159
I-2018-2245**

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

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

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

JURISDICTION

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

FACTS

1. The Board initiated an investigation of ICP, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-2230900, related to ICP, Inc.'s illegal sales of medical grade oxygen while operating without a Board-issued license.

2. On or about October 7, 2021, the Board sent a Notice of Opportunity for Hearing to ICP, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. ICP, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 7, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. ICP, Inc. agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. ICP, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. ICP, Inc. agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United

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

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

R-2022-0260

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

**IN THE MATTER OF:
CASE No. A-2021-0096
I-2020-0766**

**Lynchburg Area Joint Fire
License No. 02-1155351**
c/o William Knight, MD
1984 Hollowtown Road
Hillsboro, Ohio 45133

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lynchburg Area Joint Fire for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases and possession of dangerous drugs while operating without a Board-issued license. Together, the Board and Lynchburg Area Joint Fire 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. Lynchburg Area Joint Fire is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1155351.

FACTS

1. The Board initiated an investigation of Lynchburg Area Joint Fire, Terminal Distributor of Dangerous Drugs license number 02-1155351, related to Lynchburg Area Joint Fire's illegal purchases of and possession dangerous drugs while operating without a Board-issued license.
2. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing to Lynchburg Area Joint Fire, 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. Lynchburg Area Joint Fire neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Lynchburg Area Joint Fire agrees to pay to the Board a monetary penalty in the amount of \$625.00. \$525.00 of this fine shall be stayed upon the condition Lynchburg Area Joint Fire (Headquarters) complies with the terms of this Agreement, including no additional violations of law or rule as outlined in Term 5 of this Agreement, for twelve months. The remaining balance of \$525.00 will be due immediately if Lynchburg Area Joint Fire does not meet the conditions of this agreement, including full payment of \$100.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Lynchburg Area Joint Fire agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire by the Board and will NOT discharge Lynchburg Area Joint Fire from any obligation under the terms of this Agreement.
6. Lynchburg Area Joint Fire agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Lynchburg Area Joint Fire understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Lynchburg Area Joint Fire will operate.
9. Lynchburg Area Joint Fire waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2022-0261

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

**IN THE MATTER OF:
CASE No. A-2021-0099
I-2020-0768**

**Lynchburg Area Joint Fire (Headquarters)
License No. 02-1155350
c/o William Knight, MD
8123 St. Rt. 135 PO Box 585
Lynchburg, Ohio 45142**

**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 Lynchburg Area Joint Fire for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Lynchburg Area Joint Fire 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. Lynchburg Area Joint Fire is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1155350.

FACTS

1. The Board initiated an investigation of Lynchburg Area Joint Fire, Terminal Distributor of Dangerous Drugs license number 02-1155350, related to Lynchburg Area Joint Fire's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about July 15, 2021 the Board sent a Notice of Opportunity for Hearing to Lynchburg Area Joint Fire, 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. Lynchburg Area Joint Fire neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Lynchburg Area Joint Fire agrees to pay to the Board a monetary penalty in the amount of \$625.00. \$525.00 of this fine shall be stayed upon the condition Lynchburg Area Joint Fire (Headquarters) complies with the terms of this Agreement, including no additional violations of law or rule as outlined in Term 5 of this Agreement, for twelve months. The remaining balance of \$525.00 will be due immediately if Lynchburg Area Joint Fire does not meet the conditions of this agreement, including full payment of \$100.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Lynchburg Area Joint Fire agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire by the Board and will NOT discharge Lynchburg Area Joint Fire from any obligation under the terms of this Agreement.
6. Lynchburg Area Joint Fire agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Lynchburg Area Joint Fire understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Lynchburg Area Joint Fire will operate.
9. Lynchburg Area Joint Fire waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0262

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

**IN THE MATTER OF:
CASE No. A-2021-0097
I-2020-0767**

**Lynchburg Area Joint Fire
License No. 02-1155352
c/o William Knight, MD
4844 State Route 138
Hillsboro, Ohio 45133**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lynchburg Area Joint Fire for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases and possession of dangerous drugs while operating without a Board-issued license. Together, the Board and Lynchburg Area Joint Fire 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. Lynchburg Area Joint Fire is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1155352.

FACTS

1. The Board initiated an investigation of Lynchburg Area Joint Fire, Terminal Distributor of Dangerous Drugs license number 02-1155352, related to Lynchburg Area Joint Fire's illegal purchases and possession of dangerous drugs while operating without a Board-issued license.
2. On or about July 15, 2021 the Board sent a Notice of Opportunity for Hearing to Lynchburg Area Joint Fire, 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. Lynchburg Area Joint Fire neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Lynchburg Area Joint Fire agrees to pay to the Board a monetary penalty in the amount of \$625.00. \$525.00 of this fine shall be stayed upon the condition Lynchburg Area Joint Fire (Headquarters)

complies with the terms of this Agreement, including no additional violations of law or rule as outlined in Term 5 of this Agreement, for twelve months. The remaining balance of \$525.00 will be due immediately if Lynchburg Area Joint Fire does not meet the conditions of this agreement, including full payment of \$100.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Lynchburg Area Joint Fire agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire 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 Lynchburg Area Joint Fire by the Board and will NOT discharge Lynchburg Area Joint Fire from any obligation under the terms of this Agreement.
6. Lynchburg Area Joint Fire agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Lynchburg Area Joint Fire understands that it has the right to be represented by counsel for review and execution of this agreement.

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

R-2022-0263

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

**IN THE MATTER OF:
CASE No. A-2020-0786
501-3327**

**Elite Foot and Ankle
License No. 022743000
c/o Trevor Davy, DPM
18 Grace Dr.
Powell, OH 43065**

**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 Elite Foot and Ankle for the purpose of resolving all issues between the parties relating to the Board investigation of possessing dangerous drugs while operating without a Board-issued license. Together, the Board and Elite Foot and Ankle 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. Elite Foot and Ankle is a licensed Terminal Distributor of Dangerous Drugs under license number 022743000.

FACTS

1. The Board initiated an investigation of Elite Foot and Ankle, Terminal Distributor of Dangerous Drugs license number 022743000, related to Elite Foot and Ankle's illegal possession of dangerous drugs without a Board-issued license.
2. On or about October 15, 2021 the Board sent a Notice of Opportunity for Hearing to Elite Foot and Ankle, 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. Elite Foot and Ankle neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Elite Foot and Ankle agrees to pay to the Board a monetary penalty the amount of \$1,600.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Elite Foot and Ankle agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Elite Foot and Ankle 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 Elite Foot and Ankle 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 Elite Foot and Ankle by the Board and will NOT discharge Elite Foot and Ankle from any obligation under the terms of this Agreement.
6. Elite Foot and Ankle agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Elite Foot and Ankle understands that it has the right to be represented by counsel for review and execution of this agreement.

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

R-2022-0264

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

**IN THE MATTER OF:
CASE No. A-2020-0785
501-3327**

**Elite Foot and Ankle
License No. 022743050
c/o Trevor Davy, DPM
6024 Hoover Rd. F-W
Grove City, OH 43123**

**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 Elite Foot and Ankle for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Elite Foot and Ankle 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. Elite Foot and Ankle is a licensed Terminal Distributor of Dangerous Drugs under license number 022743050.

FACTS

1. The Board initiated an investigation of Elite Foot and Ankle, Terminal Distributor of Dangerous Drugs license number 022743050, related to Elite Foot and Ankle's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about October 15, 2021 the Board sent a Notice of Opportunity for Hearing to Elite Foot and Ankle, 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. Elite Foot and Ankle neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Elite Foot and Ankle agrees to pay to the Board a monetary penalty the amount of \$1,600.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Elite Foot and Ankle agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Elite Foot and Ankle 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 Elite Foot and Ankle 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 Elite Foot and Ankle by the Board and will NOT discharge Elite Foot and Ankle from any obligation under the terms of this Agreement.
6. Elite Foot and Ankle agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Elite Foot and Ankle understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Elite Foot and Ankle will operate.
9. Elite Foot and Ankle waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2022-0265

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

**IN THE MATTER OF:
CASE No. A-2021-0022
501-3842**

**Whetstone Twp. Volunteer Fire Dept.
License No. 02-1385350
c/o Dr. Donald Spaner
1916 St. Rt. 100
Bucyrus, Ohio, 44820**

**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 Whetstone Twp. Volunteer Fire Dept. for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Whetstone Twp. Volunteer Fire Dept. 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. Whetstone Twp. Volunteer Fire Dept. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1385350.

FACTS

1. The Board initiated an investigation of Whetstone Twp. Volunteer Fire Dept., Terminal Distributor of Dangerous Drugs license number 02-1385350, related to Whetstone Twp. Volunteer Fire Dept.'s illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about October 15, 2021 the Board sent a Notice of Opportunity for Hearing to Whetstone Twp. Volunteer Fire Dept., 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. Whetstone Twp. Volunteer Fire Dept. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Whetstone Twp. Volunteer Fire Dept. agrees to pay to the Board a monetary penalty the amount of \$250.00. The fine will be stayed so long as the facility passes an inspection within six months of the date of this order. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Whetstone Twp. Volunteer Fire Dept. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Whetstone Twp. Volunteer Fire Dept. 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 Whetstone Twp. Volunteer Fire Dept. 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 Whetstone Twp. Volunteer Fire Dept. by the Board and will NOT discharge Whetstone Twp. Volunteer Fire Dept. from any obligation under the terms of this Agreement.

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

R-2022-0266

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

**IN THE MATTER OF:
Case No. A-2020-0639**

Timothy Quillen, RPh

License No. 03-216696

2216 Ohio River Road
Greenup, KY 441144

**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 Timothy Quillen, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Timothy Quillen 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, 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. Timothy Quillen is a licensed pharmacist in the state of Ohio under license number 03-216696.

FACTS

1. The Board initiated an investigation of Timothy Quillen, pharmacist license number 03-216696 related to an error in dispensing.
2. On or about September 29, 2021, the Board sent a Notice of Opportunity for Hearing to Timothy Quillen, 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. Timothy Quillen neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 29, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Timothy Quillen must obtain, within 6 months from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
4. Timothy Quillen agrees to pay to the Board the amount of amount of \$500.00. This fine will be attached to the registration record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
5. Timothy Quillen agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Timothy Quillen understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Timothy Quillen 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. Timothy Quillen 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. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0267

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

**IN THE MATTER OF:
Case No. A-2021-0251
I-2021-0677**

**Mercy Health St. Vincent Medical Center
License No. 02-0029950
c/o Phillip J. Nelson, RPh
2213 Cherry Street
Toledo, OH 43608**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Health St. Vincent Medical Center, LLC 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 Mercy Health St. Vincent Medical Center, LLC 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. Mercy Health St. Vincent Medical Center, LLC has an active TDDD license with the Board under license number 02-0029950, which lists Phillip J. Nelson, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Mercy Health St. Vincent Medical Center, LLC, TDDD license number 02-0029950, related to an employee performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about October 25, 2021, the Board sent a Notice of Opportunity for Hearing to Mercy Health St. Vincent Medical Center, LLC, 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. Mercy Health St. Vincent Medical Center, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 25, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's

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

3. Mercy Health St. Vincent Medical Center, LLC agrees to pay to the Board a monetary penalty the amount of \$250.00 This fine will be attached to Mercy Health St. Vincent Medical Center, LLC's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Mercy Health St. Vincent Medical Center, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Mercy Health St. Vincent Medical Center, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Health St. Vincent Medical Center, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Health St. Vincent Medical Center, LLC by the Board and will NOT discharge Mercy Health St. Vincent Medical Center, LLC from any obligation under the terms of this Agreement.
6. Mercy Health St. Vincent Medical Center, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Mercy Health St. Vincent Medical Center, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.

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

R-2022-0268

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

**IN THE MATTER OF:
Case No. A-2021-0303
I-2021-0677**

**Phillip J. Nelson
License No. 03-315853
2207 Ronaldo Rd.
Toledo, OH 43615**

**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 Phillip J. Nelson, 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 Phillip J. Nelson 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. Phillip J. Nelson is a licensed pharmacist in the state of Ohio under license number 03-315853.
3. Phillip J. Nelson is the Responsible Person of Mercy Health St. Vincent Medical Center (St. Vincent), located at 2213 Cherry Street, Toledo, OH.

FACTS

1. The Board initiated an investigation of Phillip J. Nelson, pharmacist license number 03-315853 and Mercy Health St. Vincent Medical Center, related to an employee of St. Vincent performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about October 25, 2021 the Board sent a Notice of Opportunity for Hearing to Phillip J. Nelson, 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 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. Phillip J. Nelson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 25, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Phillip J. Nelson agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Phillip J. Nelson's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Phillip J. Nelson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Phillip J. Nelson understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Phillip J. Nelson 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.
7. Phillip J. Nelson explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. 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.

9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 10. 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.
 11. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0269

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

**IN THE MATTER OF:
CASE No. A-2019-0411**

**Shari Rochè, R.Ph.
License No. 03-120497
6367 Mill Road
Broadview Heights, Ohio 44147**

**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 Shari Rochè, R.Ph. for the purpose of resolving all issues between the parties relating to the Board investigation of her practice as a pharmacist. Together, the Board and Shari Rochè, R.Ph., 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, 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. Shari Rochè is an Ohio-licensed pharmacist under license number 03-120497.

FACTS

1. The Board initiated an investigation of Shari Rochè's practice of pharmacy.
2. On or about April 23, 2021, the Board sent a Notice of Opportunity for Hearing to Shari Rochè, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about August 27, 2021, the Board sent an Amended Notice of Opportunity for Hearing to Shari Rochè, 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.
4. On or about May 10, 2021, Shari Rochè, through counsel, timely requested an administrative hearing, which was subsequently scheduled for October 13, 2021. The matter was continued, and the hearing was scheduled for November 8, 2021.

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. Shari Rochè neither admits nor denies the allegations stated in the Amended Notice of Opportunity for hearing letter dated August 27, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Shari Rochè agrees to pay a fine of \$1,000.00 to the State of Ohio Board of Pharmacy. The fine shall be paid no later than thirty (30) days from the effective date of this Settlement Agreement. You must login to www.elicense.ohio.gov and process the items in your cart to pay this fine.
4. Shari Rochè must obtain, within six months from the effective date of this Agreement, twelve (12) hours of approved continuing education, not to count towards renewal. Copies of completed continuing education courses must be e-mailed to legal@pharmacy.ohio.gov within 30 days of completion.
5. Shari Rochè agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Shari Rochè understands that the Board will not consider any request for deviation from the terms and conditions of this Agreement until a minimum of one year has passed from the effective date of this Agreement.
7. Shari Rochè understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Shari Rochè 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. Shari Rochè 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 waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0270

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

**IN THE MATTER OF:
Case No. A-2021-0258**

Orthopaedic and Spine Center, LLC
License No. 02-21698600
c/o Kedar Deshpande, MD
4092 Gantz Road
Grove City, OH 43123

**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), Orthopaedic and Spine Center, LLC for the purpose of resolving all issues between the parties relating to federal drug and medical-practice-related convictions of owner and Responsible Person, Dr. Kedar Deshpande. Together, the Board and Orthopaedic and Spine Center, LLC are referred to hereinafter as "party" or "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. Orthopaedic and Spine Center, LLC, located at 4092 Gantz Road, Grove City, Ohio 43123 is a licensed Terminal Distributor of

Dangerous Drugs with Pain Management Clinic (PMC) Classification under license number 02-21698600.

FACTS

1. The Board initiated an investigation of Orthopaedic and Spine Center, LLC, Terminal Distributor of Dangerous Drugs license number 02-21698600 related to Dr. Kedar Deshpande, owner and Responsible Person, being under investigation by the U.S. Department of Health and Human Services and the State of Ohio Attorney General's Office for health care fraud and pre-signing of controlled substance prescriptions by Dr. Deshpande.
2. On or about October 7, 2020, Dr. Deshpande entered a guilty plea to two of a nineteen-count indictment: Unlawful Distribution of Controlled Substances, and False Statements Relating to Health Care Matters. On or about April 15, 2021, Dr. Deshpande was sentenced to a one-day prison sentence and ordered to pay restitution in the amount of \$117,124.88. Dr. Deshpande must also serve three years of supervised release.
3. On or about December 9, 2020, the State Medical Board of Ohio (SMBO) sent a Notice of Immediate Suspension and Opportunity for Hearing. Per the Notice letter, the SMBO suspended Dr. Deshpande's license to practice medicine and surgery in the State of Ohio due to his guilty plea in federal court. As of a Medical Board Order effective August 26, 2021, Dr. Deshpande's license to practice medicine and surgery were indefinitely suspended for at least five years, subject to an eighteen thousand dollar fine, conditions for reinstatement or restoration, and probationary terms, conditions and limitations for at least five years. Upon completion of probation and restoration, Dr. Deshpande's license is subject to a permanent limitation and restriction prohibiting the doctor from prescribing, writing orders for, giving verbal orders for, administering, or personally furnishing any controlled substance.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. **The Board agrees to accept, in lieu of any formal notice of opportunity of hearing, Orthopaedic and Spine Center, LLC's permanent and voluntary surrender to the State of Ohio Board of Pharmacy of its Terminal Distributor of Dangerous Drugs license, license number 02-21698600, with discipline pending.**
3. **Orthopaedic and Spine Center, LLC and Kedar Deshpande agree never to reapply for any license or registration, issued by the State of Ohio Board of Pharmacy pursuant to Chapters 3719., 3796., 4729., or 4752. of the Revised Code that involve the possession, sale, or other distribution of controlled substances, in accordance with the restriction placed on his license to practice medicine.**
4. Orthopaedic and Spine Center, LLC 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.
5. Orthopaedic and Spine Center, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Orthopaedic and Spine Center, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
7. 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 Orthopaedic and Spine Center, LLC will operate.

8. Orthopaedic and Spine Center, LLC expressly waives the requirements of Chapter 119. of the Ohio Administrative Code, including right to notice of an opportunity for hearing as set forth in Section 119.07 of the Ohio Revised Code, opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, 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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1:19 p.m.

Ms. Siba presented a resolution titled *Fee for Dispensary Name Change Request Submission*, to the Board for approval.

R-2022-0271

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

Fee for Dispensary Name Change Request Submissions

Approved 11/13/2021

The fee charged for a change of name application made pursuant to Ohio Adm. Code 3796:6-2-12 shall be reduced to \$500. This change in fee amount shall be effective immediately and this resolution will remain in effect until a rule

amendment is adopted and effective.

R-2022-0272

Ms. Buettner moved that the September 13-14, 2021, Meeting Minutes be approved as amended. The motion was seconded by Mr. Goodman and approved by the Board: Yes-5, No-0.

R-2022-0273

Ms. Buettner moved that the September 13, 2021, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2022-0274

Ms. Buettner moved that the October 6, 2021, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2022-0275

Ms. Buettner moved that the October 13, 2021, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2022-0276

Ms. Buettner moved to Adjourn the November 2021 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

1:22 p.m.

The Board Meeting Adjourned.



Rich Miller, RPh, President

Date: 12.07.2021



Steven W. Schierholt, Executive Director

Date: 12.07.2021