



MINUTES OF THE JANUARY 10-11, 2023
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Tuesday, January 10, 2023

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

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

10:04 a.m. The Board heard the Oral Address for a Medical Marijuana Provisional Dispensary Application Denial in the **Matter of Good Day Dispensary, LLC (A-2022-0192)**.

10:26 a.m. Mr. Goodman recused himself from the upcoming Oral Address.

10:28 a.m. The Board heard the Oral Address for a Medical Marijuana Provisional Dispensary Application Denial in the Matter **Citizen Real Estate, LLC (A-2022-0188)**.

10:48 a.m. Mr. Garner provided the OARRS Report.

10:55 a.m. Mr. Griffin provided the Compliance Report.

10:57 a.m. Ms. Southard provided the Licensing Report.

11:01 a.m. Mr. McNamee provided the Legislative Report.

11:17 a.m. Mr. Cathcart provided the Medical Marijuana Report.

- 11:21 a.m.** Ms. Southard presented an Ohio Public High School Pharmacy Technician Training Program from Four Cities Compact Career Tech Planning District to the Board for consideration.
- R-2023-0179** Ms. Pfaff moved that the Board grant Four Cities Compact Career Tech Planning District's request. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.
- 11:26 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Selena Middlebrook – Cincinnati, OH (09109164) to the Board for consideration.
- R-2023-0180** Ms. Ferris moved that the Board grant Selena Middlebrook a one (1) year extension. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.
- 11:26 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Kennedy Jackson – Cincinnati, OH (09109652) to the Board for consideration.
- R-2023-0181** Mr. Huston moved that the Board grant Kennedy Jackson a one (1) year extension. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- 11:28 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Deborah Turnipseed – Cleveland, OH (09112688) to the Board for consideration.
- R-2023-0182** Mr. George moved that the Board grant Deborah Turnipseed a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.
- 11:29 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Summer Bearden – Monroe, OH (09114688) to the Board for consideration.
- R-2023-0183** Ms. Ferris moved that the Board grant Summer Bearden a one (1) year extension. The motion was seconded by Mr. Miller and approved by the Board: Yes-8, No-0.
- 11:33 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Daniel Turner – Laura, OH (09113158) to the Board for consideration.
- R-2023-0184** Mr. Miller moved that the Board grant Daniel Turner a one (1) year extension. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-8, No-0.

11:34 a.m. Ms. Southard presented a NAPLEX Exam Attempt Request from Jennifer Huang – Columbus, OH 43201 (APP-000358743) to the Board for consideration.

R-2023-0185 Mr. Goodman moved that the Board grant Jennifer Huang's request. The motion was seconded by Mr. Miller and approved by the Board: Yes-7, No-0, Recused-1 (Mr. Grimm).

11:54 a.m. The Board recessed for lunch.

12:36 p.m. The Board returned to public session and Mr. McNamee presented a resolution titled Ohio Department of Health – Wholesale Distributor of Dangerous Drugs Extension to the Board for consideration.

R-2023-0186 Mr. Grimm moved that the Board approve the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0. The following resolution was adopted by the Board:

Ohio Department of Health – Wholesale Distributor of Dangerous
Drugs Extension*

*This approval was authorized by the Board President pursuant to
resolution R-2022-0128 on 7/24/22.

In order to address storage capacity at your existing warehouse and to promote the safe distribution of COVID-19 vaccines, the State of Ohio Board of Pharmacy temporarily authorizes the Ohio Department of Health to store non-controlled dangerous drugs maintained at its Board of Pharmacy-licensed locations at its storage facility at 6480 Adelaide Ct., Groveport, Ohio 43125 (e.g. Adelaide Facility). In authorizing the temporary storage of dangerous drugs at this location, the Ohio Department of Health shall ensure that the Adelaide Facility complies with all applicable requirements for wholesale distributors set forth in chapter 4729 of the Revised Code and chapters 4729:6-5 and 4729:6-3 of the Ohio Administrative Code. This authorization is being issued in accordance with a Board resolution adopted on May 5, 2020 and shall remain in effect until December 31, 2023 but may be extended by the Board at the request of the Department.

12:38 p.m. Mr. McNamee presented rules *4729:5-10-01 - Definitions - drug repository programs; 4729:5-10-02 - Eligibility and notification requirements for a pharmacy, hospital, or nonprofit; 4729:5-10-03 - Donating drugs; 4729:5-10-04 - Eligible drugs and storage*

requirements; 4729:5-10-05 - Eligibility requirements to receive drugs; (Pause for Technical Issues); 4729:5-10-06 - Donor and recipient forms. Required forms and record keeping; 4729:5-10-07 - Record keeping, Occasional sales and handling fee; 4729:5-3-09 - Occasional sale and drug transfers to the Board for consideration.

R-2023-0187

Mr. Huston moved that the Board approve rules 4729:5-10-01 - Definitions - drug repository programs; 4729:5-10-02 - Eligibility and notification requirements for a pharmacy, hospital, or nonprofit; 4729:5-10-03 - Donating drugs; 4729:5-10-04 - Eligible drugs and storage requirements; 4729:5-10-05 - Eligibility requirements to receive drugs; (Pause for Technical Issues); 4729:5-10-06 - Donor and recipient forms. Required forms and record keeping; 4729:5-10-07 - Record keeping, Occasional sales and handling fee; 4729:5-3-09 - Occasional sale and drug transfers for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.

1:14 p.m.

Mr. McNamee presented rule Tianeptine (OAC 4729:9-1-01) to the Board for consideration.

R-2023-0188

Mr. George moved that the Board approve rule Tianeptine (OAC 4729:9-1-01) for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.

1:29 p.m.

Mr. Cathcart presented the Health Claims Committee Recommendations to the Board for consideration.

R-2023-0189

Ms. Ferris moved that the Board approve the Health Claims Committee Recommendations. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

R-2023-0190

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

Wednesday, January 11, 2023

9:08 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

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

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

9:09 a.m. The Board heard the Oral Address in the Matter of Michelle Cade (A-2022-0192).

9:22 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 **Salaam Saleh, RPh, North Olmsted, Ohio.**

R-2023-0191 Ms. Buettner moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *President Wilt* as follows: Buettner-yes; Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; Miller-yes; and Pfaff-yes.

11:41 a.m. The deliberation ended and the hearing was opened to the public.

R-2023-0192 After votes were taken in public session, the Board adopted the following order in the Matter of **Salaam Saleh, RPh, North Olmsted, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Numbers A-2022-0201 and A-2022-0501

In The Matter Of:

Salaam Saleh
24566 Clareshire Drive, Unit I

North Olmsted, OH 44070
License no. 03-438264

INTRODUCTION

The Matter of Salaam Saleh came for hearing on January 11, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Salaam Saleh was represented by Gregory A. Tapoci. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Salaam Saleh
2. Andy Pierron, RPh

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Inspection Report (CVS)
5. Response to Inspection Report (CVS)
6. Theft and Loss Report (CVS)
7. Theft and Loss Report (CVS)
8. E-mail from Corporate Compliance (CVS)
9. Statement of Nancy Benewengo (CVS)
10. Testosterone Orders (Giant Eagle)
11. Testosterone Orders Summarized (Giant Eagle)
12. Theft and Loss Report (Giant Eagle)
13. List of Thefts from Pharmacy (non-controlled) (Giant Eagle)
14. Receipts from Stolen Gift Cards (Giant Eagle)
15. Indictment
16. Guilty Plea and Acceptance into ILC Program

17. Court Docket
18. Cost of Investigation
19. Video- July 9, 2022
20. Video- July 9, 2022
21. Video- July 10, 2022
22. Video- July 10, 2022
23. E-mails between Board Agent and Salaam Saleh

Respondent's Exhibits:

- A. Salaam Saleh, R.Ph. Curriculum Vitae
- B. Glenbeigh Records
- C. Glenbeigh IOP Certificate of Completion
- D. AA/NA Meeting Logs
- E. PRO Contract
- F. PRO Participant Summary Report
- G. Letters of Support and Certificate of Achievement
- H. Any exhibits named by the State.

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. From on or about October 1, 2021 through January 13, 2022, losses of controlled substances were reported at CVS Pharmacy #3028, located at 14372 Snow Road, Brook Park, Ohio, where Salaam Saleh was the responsible person. Salaam Saleh was the responsible person at CVS Pharmacy #3028 from on or about December 9, 2020 to on or about February 2, 2022. The following losses of controlled substances were reported:
 - a. Six hundred and twenty-two (622) tramadol, 50mg tablets, a Schedule IV controlled substance.
 - b. Three hundred and sixty-four (364) alprazolam, 2mg tablets, a Schedule IV controlled substance.
2. On or about March 17, 2022, Salam Saleh responded to an email from an agent for the Board requesting an interview. Salaam Saleh's email said, "when I left snow rd, inventory was in good standing, however, I would gladly assist your inquiry." Although the Board

attempted to schedule an interview with Salaam Saleh, no interview occurred.

3. Salaam Saleh was observed on video footage stealing testosterone, a Schedule III controlled substance, from his employer, Giant Eagle #5831, located at 14100 Detroit Avenue, Lakewood, Ohio. The thefts occurred on the following dates:
 - a. On or about July 9, 2022, Salaam Saleh was observed stealing two testosterone multi-dose vials from a dangerous drugs drawer and placing them into his lunch box.
 - b. On or about July 10, 2022, Salaam Saleh was observed stealing four testosterone multi-dose vials from a dangerous drugs drawer and placing them into his lunch box.
4. On or about August 30, 2022, Giant Eagle #5831 conducted an audit of the stock of testosterone. The audit found the following losses:
 - a. One (1) testosterone cypionate 200mg/ml, 10ml vial.
 - b. Four (4) testosterone cypionate 200mg/ml, 1ml vials.
 - c. Two (2) testosterone enanthate 200mg/ml, 5ml vials.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (3)(a) and (3)(b) of the Allegations Section, if proven, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule III controlled substance).
2. Such conduct as set forth in paragraphs (3)(a) and (3)(b) of the Allegations Section, if proven, constitutes a violation of Section 2925.11(A) of the ORC, possession of a Schedule III controlled substance.
3. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019 and October 9, 2021:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and/or
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925.

or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and/or

- c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
4. Such conduct as set forth in paragraphs (1)(a) and (1)(b) of the Allegations Section, if proven, each constitutes a violation of Rule 4729:5-2-01(A)(2) of the OAC, 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 and maintaining all drug records otherwise required, as effective March 1, 2019 and April 25, 2022.
5. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and/or
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and/or
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k).
6. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and/or
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code,

or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and/or

- c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).

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 Salaam Saleh on September 1, 2022.

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. 03-438264, held by Salaam Saleh and such suspension is effective as of the date of the mailing of this Order.

Salaam Saleh, pursuant to Rule 4729:1-1-01(T) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs and/or medical marijuana during such period of suspension.

Further, after one year from the effective date of this Order, the Board will consider any petition filed by Salaam Saleh 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. Salaam Saleh must maintain a current address with the Board throughout the duration of the suspension.
2. Salaam Saleh 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. Salaam Saleh 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 Salaam Saleh to potential sanctions up to and including revocation of license. The monitoring contract must provide that:

- a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Salaam Saleh 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. Salaam Saleh 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. Salaam Saleh must obtain a mental health examination, conducted by a Board-approved provider, with the results and records being provided to the Board. Following the examination, Salaam Saleh must comply with all recommendations of the provider.

4. Salaam Saleh must attend a Responsible Person (RP) Roundtable.
5. Salaam Saleh 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 Salaam Saleh reappear before the Board for possible additional sanctions, including and up to revocation of license.
6. Salaam Saleh 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 Salaam Saleh reappear before the Board for possible additional sanctions, including and up to revocation of license.
7. Salaam Saleh 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 Salaam Saleh to possible additional sanctions, including and up to revocation of license.
8. Salaam Saleh 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.
9. Salaam Saleh must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
10. If reinstatement is not accomplished within three years of the effective date of the Summary Suspension (September 1, 2022), Salaam Saleh 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.

11. Salaam Saleh 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.
12. When deemed appropriate by the Board, Salaam Saleh must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
13. Salaam Saleh 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.
14. 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.
15. 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.
16. Periods during which Salaam Saleh is not in compliance with all terms of suspension shall toll the length of time of suspension during which Salaam Saleh 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.
17. If Salaam Saleh's employment is related to the practice of pharmacy, Salaam Saleh must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Salaam Saleh holds a professional license or applies for a professional license, all persons who provide Salaam Saleh chemical dependency

treatment monitoring, and law enforcement and court personnel if Salaam Saleh has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.

18. 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 Salaam Saleh's license.

Further, the Board hereby grants the Respondent's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's exhibits: B and C.

Rich Miller moved for Findings of Fact; Trina Buettner seconded the motion. Motion passed (Aye-8/Nay-0).

T.J. Grimm moved for Conclusions of Law; Christina Pfaff seconded the motion. Motion passed (Aye-8/Nay-0).

Trina Buettner moved for Action of the Board; Mindy Ferris seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

R-2023-0193

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

1:20 p.m.

The Board returned to public session.

R-2023-0194

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

**IN THE MATTER OF:
CASE NO. A-2022-0328**

John Liam Johnson, RPh
License No. 03-326500

2710 S. Willow Way
Portsmouth, OH 45662

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 John Liam Johnson, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and John Liam Johnson are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. John Liam Johnson is a licensed pharmacist in the state of Ohio under license number 03-326500.
3. John Liam Johnson is the Responsible Person of Fruth Pharmacy #16, located at 101 James Road, Waverly, Ohio.

FACTS

1. The Board initiated an investigation of John Liam Johnson, pharmacist license number 03-326500, and Fruth Pharmacy #16, related to an error in dispensing.
2. On or about November 7, 2022, the Board sent a Notice of Opportunity for Hearing to John Liam Johnson, 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. John Liam Johnson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 7, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. John Liam Johnson agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to John Liam Johnson'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. John Liam Johnson must obtain six hours of approved continuing pharmacy education (.6 CEUs) which may not also be used for license renewal. The .6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on John Liam Johnson's pharmacist license, number 03-326500.
6. John Liam Johnson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. John Liam Johnson understands that he has the right to be represented by counsel for review and execution of this agreement.
8. John Liam Johnson 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. John Liam Johnson waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

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

R-2023-0195

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

**IN THE MATTER OF:
CASE No. A-2021-0513
M 501-5733**

**Mobile Oxygen Services, LLC
License No. 01-2574750
c/o Mark Sears
5160 Railroad Street
Sylvania, OH 43560**

**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 Mobile Oxygen Services, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Mobile Oxygen Services LLC 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. Mobile Oxygen Services, LLC is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2574750, which lists Mark Sears, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Mobile Oxygen Services, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-2574750, related to Mobile Oxygen Services, LLC's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about August 31, 2022, the Board sent a Notice of Opportunity for Hearing to Mobile Oxygen Services, 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 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. Mobile Oxygen Services, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 31, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mobile Oxygen Services, LLC agrees to pay to the Board a monetary penalty in the amount of \$1,550.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Mobile Oxygen Services, LLC's WDDD license, number 01-2574750.
5. Mobile Oxygen Services, 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.

6. Mobile Oxygen Services, LLC 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 Mobile Oxygen Services, 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 Mobile Oxygen Services, LLC by the Board and will NOT discharge Mobile Oxygen Services, LLC from any obligation under the terms of this Agreement.
7. Mobile Oxygen Services, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Mobile Oxygen Services, LLC 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 Mobile Oxygen Services, LLC will operate.
10. Mobile Oxygen Services, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0196

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

**IN THE MATTER OF:
Case No. A-2022-0278**

**Navreet Kaur Khera
Registration No. 09-117672
684 Bayhill Ct.
Marion, OH 43302**

**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 Navreet Kaur Khera for the purpose of resolving all issues between the parties relating to the Board investigation of working at Pharmscript of OH, LLC, located at 1685 Westbelt Drive, Columbus, Ohio, without a valid registration as a pharmacy technician trainee. Together, the Board and Navreet Kaur Khera 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. Navreet Kaur Khera, at the time the conduct occurred, you were a pharmacy technician trainee in the state of Ohio under registration number 09-117672.

FACTS

1. The Board initiated an investigation of Navreet Kaur Khera, pharmacy technician trainee registration number 09-117672, related to Navreet Kaur Khera's working as a pharmacy technician trainee at Pharmscript of OH, LLC without maintaining a valid registration as a pharmacy technician trainee.

2. On or about October 6, 2022, the Board sent a Notice of Opportunity for Hearing to Navreet Kaur Khera which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Navreet Kaur Khera neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 6, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Navreet Kaur Khera agrees to pay to the OSBP the amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Navreet Kaur Khera's technician registration, number 09-117672.
5. Navreet Kaur Khera agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Navreet Kaur Khera understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Navreet Kaur Khera 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. Navreet Kaur Khera waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0197

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

**IN THE MATTER OF:
CASE NO. A-2021-0188**

**Isabella Renee Donahue
License No. 09-200595
505 Nancy Drive
Miamisburg, OH 45342**

**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 Isabella Renee Donahue for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing at Walgreens #04520, located at 1260 E. Central Avenue, Miamisburg, Ohio. Together, the Board and Isabella Renee Donahue 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 registered pharmacy technician in the state of Ohio.

2. Isabella Renee Donahue, at the time the conduct occurred, was a registered pharmacy technician in the state of Ohio under registration number 09-200595.

FACTS

1. The Board initiated an investigation of Isabella Renee Donahue, at the time the conduct occurred, a registered pharmacy technician, registration number 09-200595, related to an error in dispensing at Walgreens #04520.
2. On or about November 8, 2022, the Board sent a Notice of Opportunity for Hearing to Isabella Renee Donahue 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. Isabella Renee Donahue neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 8, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on Isabella Renee Donahue's registered pharmacy technician registration, number 09-200595.
4. Isabella Renee Donahue agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Isabella Renee Donahue understands that she has the right to be represented by counsel for review and execution of this agreement.

6. Isabella Renee Donahue 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. Isabella Renee Donahue 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. 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 become effective upon the date of the Board President's signature below.

R-2023-0198

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

**IN THE MATTER OF:
CASE No. A-2022-0175
I-2022-0420**

**Bethesda North Apothecary
License No. 02-2463050
c/o Timothy Dudgeon, R.Ph.
10500 Montgomery Road
Cincinnati, OH 45242**

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 Bethesda North Apothecary for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Bethesda North Apothecary 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. Bethesda North Apothecary is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2463050.

FACTS

1. The Board initiated an investigation of Bethesda North Apothecary, Terminal Distributor of Dangerous Drugs license number 02-2463050, related to Bethesda North Apothecary's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about November 9, 2022 the Board sent a Notice of Opportunity for Hearing to Bethesda North Apothecary, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Bethesda North Apothecary neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Bethesda North Apothecary agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Bethesda North Apothecary's TDDD license, number 02-2463050.
5. Bethesda North Apothecary 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. Bethesda North Apothecary 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 Bethesda North Apothecary 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 Bethesda North Apothecary by the Board and will NOT discharge Bethesda North Apothecary from any obligation under the terms of this Agreement.
7. Bethesda North Apothecary agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Bethesda North Apothecary 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 Bethesda North Apothecary will operate.
10. Bethesda North Apothecary waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0199

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

**IN THE MATTER OF:
CASE NO. A-2021-0410**

**Kathy Crisp, RPh
License No. 03-120475
13632 Township Road 180
PO Box 590
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 Kathy Crisp, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Kathy Crisp are referred to hereinafter as "the parties."

JURISDICTION

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

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

2. Kathy Crisp is a licensed pharmacist in the state of Ohio under license number 03-120475.

FACTS

1. The Board initiated an investigation of Kathy Crisp, pharmacist license number 03-120475, and Rite Aid #7928, related to an error in dispensing.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Kathy Crisp, 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. Kathy Crisp neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 4, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Kathy Crisp agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Kathy Crisp'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. Kathy Crisp must obtain six hours of approved continuing pharmacy education (.6 CEUs) which may not also be used for license renewal. The .6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Kathy Crisp's pharmacist license, number 03-120475.

6. Kathy Crisp agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Kathy Crisp understands that she has the right to be represented by counsel for review and execution of this agreement.
 8. Kathy Crisp 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. Kathy Crisp waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0200

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

**IN THE MATTER OF:
CASE NOS. A-2021-0488 & A-2022-0614**

**Leigh Ann Yates, RPh
License No. 03-120616
12917 Lakeside Drive**

Greenfield, OH 45123

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

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

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Leigh Yates is a licensed pharmacist in the state of Ohio under license number 03-120616.

FACTS

1. The Board initiated an investigation of Leigh Yates, pharmacist license number 03-120616, related to errors in dispensing.
2. On or about November 18, 2022, the Board sent a Notice of Opportunity for Hearing to Leigh Yates, 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 December 1, 2022, Leigh Yates, timely requested an administrative hearing. This matter was resolved via this Agreement prior to hearing.

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

TERMS

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

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

2. Leigh Yates neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 18, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Leigh Yates agrees to pay to the Board a monetary penalty in the amount of \$600.00. This fine will be attached to Leigh Yates' 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. Leigh Yates must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Leigh Yates' pharmacist license, number 03-120616.
6. Leigh Yates agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Leigh Yates understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Leigh Yates 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. Leigh Yates explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0201

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

**IN THE MATTER OF:
CASE NO. A-2020-0614**

**Kroger Pharmacy #014445
License No. 02-1261900**
c/o Shannon Fink, RPh, Responsible Person
1014 Vine Street, Attn: Licensing Department
Cincinnati, OH 45202

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Kroger Pharmacy #014445 for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Kroger Pharmacy #014445 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Kroger Pharmacy #014445 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1261900.

FACTS

1. The Board initiated an investigation of Kroger Pharmacy #014445, Terminal Distributor of Dangerous Drugs license number 02-

1261900, related to Kroger Pharmacy #014445's error in dispensing.

2. On or about May 19, 2022, the Board sent a Notice of Opportunity for Hearing to Kroger Pharmacy #014445, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about June 13, 2022, Kroger Pharmacy #014445, through counsel Mary Barley McBride, timely requested an administrative hearing, which was subsequently scheduled for December 5, 2022.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Kroger Pharmacy #014445 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 19, 2022, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Kroger Pharmacy #014445 agrees to pay to the Board a monetary penalty the amount of \$3,000.00. This fine will be attached to the license record and must be paid no later than 180 days 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. The Board hereby imposes a written reprimand on Kroger Pharmacy #014445's TDDD license, number 02-1261900.
5. Kroger Pharmacy #014445 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. Kroger Pharmacy #014445 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules

adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Kroger Pharmacy #014445 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Kroger Pharmacy #014445 by the Board and will NOT discharge Kroger Pharmacy #014445 from any obligation under the terms of this Agreement.

7. Kroger Pharmacy #014445 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Kroger Pharmacy #014445 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 Kroger Pharmacy #014445 will operate.
 10. Kroger Pharmacy #014445 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0202

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

**IN THE MATTER OF:
CASE NO. A-2022-0174
I-2022-0419**

Bound Tree Medical, LLC
License No. 01-1666900
c/o Robert A. Farris
481 Airport Industrial Drive, Suite 101
Southaven, MS 38671

**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 Bound Tree Medical, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substances to an unlicensed entity. Together, the Board and Bound Tree Medical, LLC 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. Bound Tree Medical, LLC, is a licensed Distributor of Dangerous Drug, License No. 01-1666900, which lists Robert A. Farris, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Bound Tree Medical, LLC, Distributor of Dangerous Drugs License No. 01-1666900, related to Bound Tree Medical, LLC's illegal sales of dangerous drugs, including controlled substances to an unlicensed entity.
2. On or about 11/15/2022, the Board sent a Notice of Opportunity for Hearing to Bound Tree Medical, 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 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. Bound Tree Medical, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated 11/15/2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bound Tree Medical, LLC agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Bound Tree Medical, LLC's WDDD license, number 01-1666900.
5. Bound Tree Medical, 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.
6. Bound Tree Medical, LLC agrees to comply with all federal and state requirements related to Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Bound Tree Medical, 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 Bound Tree Medical, LLC by the Board and will NOT discharge Bound Tree Medical, LLC from any obligation under the terms of this Agreement.

7. Bound Tree Medical, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Bound Tree Medical, LLC 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 Bound Tree Medical, LLC will operate.
 10. Bound Tree Medical, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0203

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

**IN THE MATTER OF:
CASE NO. A-2021-0588**

**Ashley Marie Spence
License No. 09-116620
1454 Orchard Street
Coshocton, OH 43812**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Ashley Marie Spence for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Ashley Marie Spence 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. Ashley Marie Spence, at the time the conduct occurred, was a pharmacy technician trainee in the state of Ohio under registration number 09-116620.

FACTS

1. The Board initiated an investigation of Ashley Marie Spence, pharmacy technician trainee registration number 09-116620, related to an error in dispensing.
2. On or about November 3, 2022 the Board sent a Notice of Opportunity for Hearing to Ashley Marie Spence 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. Ashley Marie Spence neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 3, 2022; however, the Board has evidence sufficient to sustain the

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

3. Ashley Marie Spence agrees to pay to the Board the amount of \$100.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Ashley Marie Spence must obtain two hours of approved continuing pharmacy education (0.2 CEUs) which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. 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. The Board hereby imposes a written reprimand on Ashley Marie Spence's technician registration, number 09-116620.
6. Ashley Marie Spence agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Ashley Marie Spence understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Ashley Marie Spence 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. Ashley Marie Spence explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

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

R-2023-0204

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

**IN THE MATTER OF:
CASE NO. A-2021-0391**

VistaPharm, Inc.
License No. 01-2654650
c/o Marcelino Rodriguez
13701 66th Street, North
Largo, FL 33771

**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 VistaPharm, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of the failure to report sales of controlled substances into Ohio. Together, the Board and VistaPharm, 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. VistaPharm, Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2654650, which lists Marcelino Rodriguez, as the Responsible Person.

FACTS

1. The Board initiated an investigation of VistaPharm, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-2654650, related to

VistaPharm, Inc.'s failure to report sales of controlled substances into Ohio.

2. On or about February 23, 2022, the Board sent a Notice of Opportunity for Hearing to VistaPharm, 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.
3. On or about March 24, 2022, VistaPharm, Inc., through counsel Delia Deschaine, timely requested an administrative hearing, which was scheduled for June 7, 2022. The matter was continued for settlement negotiations and subsequently scheduled for January 10, 2023.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. VistaPharm, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 2022 however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. VistaPharm, Inc. agrees to pay to the Board a monetary penalty in the amount of \$10,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on VistaPharm, Inc.'s WDDD license, number 01-2654650
5. VistaPharm, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. VistaPharm, 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 VistaPharm, 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 VistaPharm, Inc. by the Board and will NOT discharge VistaPharm, Inc. from any obligation under the terms of this Agreement.

7. VistaPharm, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. VistaPharm, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom VistaPharm, Inc. will operate.
 10. VistaPharm, Inc. explicitly withdraws its request for hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0205

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

**IN THE MATTER OF:
CASE No. A-2022-0068
I-2021-1213**

Specialized Medical Services, Inc
License No. 01-2419800
c/o Debra Griffith, Responsible Person
ATTN: Licensing Department
PO Box 9004
Clearwater, FL 33758

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Specialized Medical Services, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs to an unlicensed entity. Together, the Board and Specialized Medical Services, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Specialized Medical Services, Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2419800, which lists Debra Griffith, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Specialized Medical Services, Inc., Wholesaler Distributor of Dangerous Drugs License No. 02-2419800, related to Specialized Medical Services, Inc.'s sales of dangerous drugs to an unlicensed entity.
2. On or about August 15, 2022, the Board sent a Notice of Opportunity for Hearing to Specialized Medical Services, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Specialized Medical Services, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 15, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Specialized Medical Services, Inc. agrees to pay to the Board a monetary penalty in the amount of \$600.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Specialized Medical Services, Inc.'s WDDD license, number 01-02419800.
5. Specialized Medical Services, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Specialized Medical Services, Inc. agrees to comply with all federal and state requirements related to 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 Specialized Medical Services, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Specialized Medical Services, Inc. by the Board and will NOT discharge Specialized Medical Services, Inc. from any obligation under the terms of this Agreement.

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

R-2023-0206

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

**IN THE MATTER OF:
CASE No. A-2022-0331
I-2022-0231**

Well Work Occupational Health**License No. 02-2476050**

c/o Dr. Duane Kerscher, Jr.
3949 N. Main Street, Suite D
Findlay, Ohio 45840

**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 Well Work Occupational Health for the purpose of resolving all issues between the parties relating to the Board investigation of an unlicensed TDDD conducting illegal purchases and possession of dangerous drugs from a licensed entity. Together, the Board and Well Work Occupational Health 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. Well Work Occupational Health is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2476050.

FACTS

1. The Board initiated an investigation of Well Work Occupational Health, Terminal Distributor of Dangerous Drugs license number 02-02476050, related to Well Work Occupational Health's illegal purchases and possession of dangerous drugs while operating without a Board-issued license.
2. On or about October 13, 2022 the Board sent a Notice of Opportunity for Hearing to Well Work Occupational Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Well Work Occupational Health neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 13, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Well Work Occupational Health agrees to pay to the Board a monetary penalty the amount of \$2,250.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Well Work Occupational Health's TDDD license, number 02-2476050.
5. Well Work Occupational Health 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. Well Work Occupational Health 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 Well Work Occupational Health of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Candlewood Healthcare and Rehabilitation by the Board and will NOT discharge Well Work Occupational Health from any obligation under the terms of this Agreement.
7. Well Work Occupational Health agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Well Work Occupational Health 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 Candlewood Healthcare and Rehabilitation will operate.

10. Well Work Occupational Health waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0207

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

**IN THE MATTER OF:
CASE No. A-2022-0322
I-2022-0024**

**Mid Ohio Surgery Center
License No. 02-1638000
c/o Anjana Samadder, MD
99 North Brice Road, Suite 160
Columbus, OH 43213**

**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 Well Work Occupational Health for the purpose of resolving all issues between the parties relating to the Board investigation of an unlicensed TDDD conducting illegal purchases of dangerous drugs and medical grade oxygen, a dangerous drug from

a licensed entity. Together, the Board and Mid Ohio 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. Mid Ohio Surgery Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1638000.

FACTS

1. The Board initiated an investigation of Mid Ohio Surgery Center, Terminal Distributor of Dangerous Drugs license number 02-1638000, related to Mid Ohio Surgery Center's illegal purchases of dangerous drugs and medical grade oxygen, a dangerous drug, while operating without a Board-issued license.
2. On or about September 14, 2022, the Board sent a Notice of Opportunity for Hearing to Mid Ohio 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 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. Mid Ohio Surgery Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 14, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mid Ohio Surgery Center agrees to pay to the Board a monetary penalty the amount of \$3,000.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Mid Ohio Surgery Center's TDDD license, number 02-1638000.
5. Mid Ohio 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.
6. Mid Ohio 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 Mid Ohio 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 Mid Ohio Surgery Center by the Board and will NOT discharge Mid Ohio Surgery Center from any obligation under the terms of this Agreement.
7. Mid Ohio 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.
8. Mid Ohio Surgery Center understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Mid Ohio Surgery Center will operate.
10. Mid Ohio 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.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0208

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

**IN THE MATTER OF:
CASE NO. A-2020-0565**

**Brittney Burnworth, LLC D.B.A BB Aesthetic
License No. 02-60000261
c/o Terrill Drew Burnworth, D.O.
4605 Morse Rd., Suite 200
Columbus, OH 43230**

**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 Brittney Burnworth, LLC D.B.A. BB Aesthetic (BB Aesthetic) for the purpose of resolving all issues between the parties relating to the Board investigation of BB Aesthetic's 2018 and 2019 TDDD applications submitted to the Board. Together, the Board and BB Aesthetic 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. BB Aesthetic is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60000261.

FACTS

1. The Board initiated an investigation of BB Aesthetic , Terminal Distributor of Dangerous Drugs license number 02-60000261, related to BB Aesthetic 's 2018 and 2019 TDDD applications submitted to the Board.
2. On or about March 31, 2022, the Board sent a Notice of Opportunity for Hearing to BB Aesthetic, 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 9, 2022, BB Aesthetic, through counsel James Arnold, timely requested an administrative hearing, which was subsequently scheduled for August 8, 2022. Settlement in this matter was reached prior to hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. BB Aesthetic neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 31, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. BB Aesthetic agrees to pay to the Board a monetary penalty the amount of \$2,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on BB Aesthetic 's TDDD license, number 02-60000261.
5. BB Aesthetic 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. BB Aesthetic 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 BB Aesthetic 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 BB Aesthetic by the Board and will NOT discharge BB Aesthetic from any obligation under the terms of this Agreement.

7. BB Aesthetic agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. BB Aesthetic 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 BB Aesthetic will operate.
 10. BB Aesthetic explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0209

After votes were taken in public session, the Board adopted the following order in the **Michelle Cade, Chillicothe, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN
PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER
(Case No. A-2021-0532)

In the Matter of Michelle Cade:

Michelle Cade
491 Anderson Station Road
Chillicothe, OH 45601
Registered Pharmacy Technician, no. 09-203967

INTRODUCTION

Michelle Cade (Respondent) was issued a Registered Pharmacy Technician Registration (No. 09-203967) on March 2, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on December 2, 2021. Respondent timely requested a hearing, and the Matter of Michelle Cade came for hearing before Hearing Examiner Ronda Shamansky on October 28, 2022. Respondent was represented by LaTawnda Moore, 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 December 9, 2022. The matter subsequently came for consideration by the Board on January 11, 2023, before the following members: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, 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: the State's Exhibits, the Respondent's Exhibits, the hearing transcript, and Hearing Examiner Bates' Report and Recommendation.

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and adopts the Findings of

Fact contained in Hearing Examiner Shamansky's Report and Recommendation.

2. Based on a thorough review of the entire administrative record in this matter, the Board hereby modifies Hearing Examiner Shamansky's Report and Recommendation to include the following violations of law as set forth in the Summary Suspension dated December 2, 2021, to be added as its Conclusions of Law:
 - A. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule IV controlled substance), each a felony of the fourth degree, punishable by a maximum fine of \$5,000.
 - B. Such conduct as set forth in paragraphs (1) and (3)(a) of the Allegations Section, if proven, constitutes a violation of Section 2925.11(A) of the ORC, possession of drugs, the amount of the drug involved equals or exceeds five times the bulk amount but is less than fifty times the bulk amount, a felony of the third degree, punishable by a maximum fine of \$10,000.
 - C. Such conduct as set forth in paragraph (2) of the Allegations Section, if proven, constitutes a violation of Section 2925.11(A) of the ORC, possession of drugs, a misdemeanor of the first degree, punishable by a maximum fine of \$1,000.
 - D. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of the following divisions of (A) of section 4729.96 of the ORC, as effective April 6, 2017 and October 9, 2021, each violation constituting a minor misdemeanor, each punishable by a maximum penalty of \$150:
 - i. Is addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render the individual unable to perform the individual's duties, ORC 4729.96 Section (A)(2)(c); and/or
 - ii. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.96 Section (A)(2)(d); and/or
 - iii. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted by the board under section 4729.94 of the Revised Code, ORC Section 4729.96(A)(2)(g).

E. Such conduct as set forth in the Allegations section, if proven, constitutes a violation of each of the following divisions of Rule 4729:3-4-01 of the OAC, as effective May 30, 2020, each violation punishable by a maximum penalty of \$500:

- I. Committed an act involving moral turpitude that constitutes a misdemeanor or felony in this state, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:3-4-01(C)(7).

Based on a thorough review of the administrative record, and the findings of fact (Paragraph (1) above) and conclusions of law (Paragraph (2) above) made by the Board in this matter, the Board hereby modifies Hearing Examiner Shamansky's Report and Recommendation and removes the summary suspension and suspends indefinitely Michelle Cade's Registered Pharmacy Technician registration number 09-203967 as of the mailing of this order.

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

Further, Ms. Cade's registration will be reinstated upon completion of a Fitness for Duty Evaluation, by a Board approved provider, which must result in the determination that she is safe to practice. Ms. Cade must comply with any recommendations from the evaluation. Any violation of those recommendations, if any, would be considered a violation of this Order. Ms. Cade must comply with terms and conditions of the Ross County Drug Court Program. Any violation of that program, including any positive drug screens, will be considered a violation of this order.

Ms. Buettner moved to confirm and adopt the Hearing Examiner's Findings of Fact; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

Ms. Buettner moved to confirm and adopt the Hearing Examiner's Conclusions of Law; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

Ms. Buettner moved to modify the Hearing Examiner's recommendation, as described above; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2023-0210

After votes were taken in public session, the Board adopted the following order in the **Afefah Sadik, Lakewood, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN
PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER
(Case No. A-2021-0562)

In the Matter of Afefah Sadik:

Afefah Sadik
1525 Elmwood
Lakewood, OH 44107
Registered Pharmacy Technician, no. 09-306145

INTRODUCTION

Afefah Sadik (Respondent) was issued a Certified Pharmacy Technician Registration (No. 09-306145) on April 4, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on December 16, 2021. Respondent timely requested a hearing, and the Matter of Afefah Sadik came for hearing before Hearing Examiner David G. Hasselback on September 21, 2022. Respondent was represented by Joseph A. Dubyak, 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 5, 2022 and December 16, 2022. The matter subsequently came for consideration by the Board on January 11, 2023, before the following members: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, 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: the State's Exhibits, the Respondent's Exhibits, the hearing transcript, and Hearing Examiner Bates' Report and Recommendation.

DECISION OF THE BOARD

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

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

Based on a thorough review of the administrative record, and the findings of fact (Paragraph (1) above) and conclusions of law (Paragraph (2) above) made by the Board in this matter, the Board hereby modifies Hearing Examiner Hasselback's Report and Recommendation and removes the summary suspension and suspends indefinitely Afefah Sadik's Registered Pharmacy Technician registration number 09-306145 as of the mailing of this order.

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

Further, Ms. Sadik may petition for reinstatement upon the successful completion of her intervention in lieu court program and completion of a Fitness for Duty Evaluation, by a Board approved provider, which must result in the determination that she is safe to practice.

Mr. Grimm moved to confirm and adopt the Hearing Examiner's Findings of Fact; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

Mr. Grimm moved to confirm and adopt the Hearing Examiner's Conclusions of Law; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

Mr. Grimm moved to modify the Hearing Examiner's recommendation, as described above; Mr. Huston seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2023-0211

After votes were taken in public session, the Board adopted the following order in the **LMTT LLC, Palatine, Illinois**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
(Case Number A-2022-0191)

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

Palatine, IL 60067
Application No.: FJ446
Application District: Northeast-4
Application Dispensary Address: 950 Valley Street, Minerva, OH 44657

This matter came for consideration by the State of Ohio Board of Pharmacy (Board) on January 11, 2023, before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained from the proceedings.

Upon consideration, the Board hereby remands this matter to Hearing Examiner William C. Greene, Esq. for purposes of considering additional evidence and issuing an amended Report and Recommendation.

Mr. George moved to remand this matter; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0212

After votes were taken in public session, the Board adopted the following order in the **Good Day Dispensary, LLC, Columbus, Ohio**.

AMENDED ORDER OF THE STATE OF OHIO BOARD OF
PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0192)

IN THE MATTER OF:
Good Day Dispensary, LLC
c/o Mercury Agent Company, Registered Agent
250 West Street, Suite 700
Columbus, OH 43215
Application No.: AK875
Application District: Northeast-5
Application Dispensary Address: 34480 Vine Street, Eastlake, OH
44095

INTRODUCTION

Respondent Good Day Dispensary, LLC (Good Day) came for hearing on August 18, August 26, and September 27, 2022 before Hearing Examiner Robert C. Angell. On Tuesday, January 10, 2023, the parties made an oral address to the State of Ohio Board of Pharmacy (Board), and the Board considered the matter on Wednesday, January 11, 2023, before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, was present for the oral address but abstained from the vote.

Respondent was represented by Kristina Dahmann and Lydia Reback, Ice Miller LLP. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

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

- 1) Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application AK875 and Medical Marijuana Dispensaries Ordinance), dated July 20, 2022, and attached hereto as Exhibit A;
- 2) Hearing Examiner's Entry and Order, filed July 6, 2022;
- 3) USPS Tracking Record, dated July 26, 2022;

4) Joint Exhibits, filed July 29, 2022, which included the following Exhibits:

1. RFAII Presentation
2. FAQ from April 2021
3. Request for Applications/Instructions
4. Application (preview)
5. Q&A Round 1
6. Q&A Round 2
7. Number of Applications Received by District
8. Drawing Results
9. FAQ from January 2022
10. List of Provisional Dispensary Licenses
11. Summary of PDLs Awarded
12. Presentation from May 2022
13. FAQ from May 2022
- 14a. Notice Letter
- 14b. Attachment to Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Current Scheduling Order
18. Request for Clarification
19. Response to Request for Clarification
20. Application Excerpt
21. Attachment to Application – 500 Ft. Review
22. Amended Notice of Opportunity for Hearing
23. Greater Works Church Secretary of State Filing 1/14/2022
24. Greater Works Church Secretary of State Filing 1/17/2022

5) State's Witness List and Exhibits, filed July 29, 2022, which included the following exhibits:

1. Documents from City of Eastlake Building Department
2. Photos of Greater Works Church and Good Day Dispensary
3. Zoning Map of City of Eastlake

6) Good Day Dispensary Exhibits, admitted into evidence, which included the following exhibits:

1. City of Eastlake Zoning Code provisions, effective as of November 17, 2021
2. City of Eastlake Zoning Ordinance 770.10, effective as of June 14, 2022
3. City of Eastlake Zoning Map
4. (Not offered)
5. Greater Works Church of Ohio, Inc. certificate of occupancy
6. Materials from Lake County Auditor's web site
7. Materials from Internal Revenue Service web site
8. Materials from Greater Works Church Ohio, Inc. web site

- 9. (Not offered)
- 10. Final rule draft of OAC 3796:6-2-03, dated August 31, 2021
- 11a. E-mail correspondence dated February 15, 2022 from Thomas Williams to Sharon Maerten-Moore
- 11b. E-mail correspondence dated June 14, 2022 from Ms. Maerten-Moore to Michelle Walker (forwarding earlier e-mail)
- 11c. E-mail correspondence dated June 14, 2022 from Ms. Maerten-Moore to Ms. Walker (forwarding earlier e-mails)
- 11d. E-mail correspondence dated June 14, 2022 from Ms. Maerten-Moore to Ms. Walker (forwarding earlier -mail)
- 11e. E-mail correspondence dated June 14, 2022 from Ms. Maerten-Moore to Ms. Walker (forwarding earlier e-mail)
- 11f. E-mail correspondence dated June 14, 2022 from Ms. Maerten-Moore to Ms. Walker (forwarding earlier e-mail)
- 11g. E-mail correspondence dated February 15, 2022 from Lawrence Hellmer to Jesse Wimberly
- 11h. E-mail correspondence dated March 28, 2022 from Mr. Hellmer to David Gonzalez and Mr. Wimberly
- 11i. (Not offered)
- 11j. E-mail correspondence dated May 12, 2022 from Mr. Hellmer to Mr. Gonzalez and Mr. Wimberly
- 11k. (Not offered)
- 11l. E-mail correspondence dated February 15, 2022 from Mr. Hellmer to Mr. Wimberly
- 11m. Data regarding churches found in review of applications (attachment to 11l)
- 11n. (Not offered)
- 11o. E-mail correspondence dated May 2, 2022 from Mr. Hellmer to Mr. Wimberly
- 11p. E-mail correspondence dated April 30, 2021 from Mr. Hellmer to Mr. Wimberly
- 11q. E-mail correspondence dated June 7, 2021 from Mr. Hellmer to Mr. Wimberly
- 11r. (Not offered)
- 12. (Not offered)
- 13. (Not offered)
- 14. Information from United Pentecostal Church International web site
- 15. Google Maps photograph of 34525 Melinz Parkway
- 16. (Not offered)
- 17. (Not offered)
- 18. (Not offered)
- 19. (Not offered)
- 20a. Lease agreement dated October 21, 2020, between HJB Holdings, LLC, and Patricio Salinas
- 20b. Lease agreement dated October 21, 2020, between HJB Holdings and Mr. Salinas, with attachment
- 20c. City of Eastlake Certificate of Occupancy for Greater Works Church, dated February 10, 2021

- 20d. First Amendment to Lease between HJB Holdings and Mr. Salinas, dated December 2, 2021
- 20e. Ohio Secretary of State certificate of filing of domestic nonprofit corporation for Greater Works Church, dated January 17, 2022
- 20f. Copy of mailing envelope from Ohio District, United Pentecostal Church, to Mr. Salinas, dated May 6, 2022
- 20g. Greater Works Church Bylaws
- 21. Records from City of Eastlake Zoning Department, received August 24, 2022
- 22. Records from United Pentecostal Church International
 - 22a. Ohio District, United Pentecostal Church manual
 - 22b. Ohio District manual – highlighted excerpts
 - 22c. United Pentecostal Church International (UPCI) Church Status Form
 - 22d. UPCI Application for Ordination
 - 22e. Ohio District North American Missions Department charter
 - 22f. UPCI Recommendations for District Boards Regarding New Church Start Policies
 - 22g. UPCI Application of Patricio Salinas for Local License, dated July 29, 2021
- 23. Lake County Auditor's response to subpoena (property record cards), received August 17, 2022
- 24. (Not offered)
- 25. Corrected Notice of Proper Zoning Form (corrections dated March 16, 2022)
- 26. Request for clarification dated March 7, 2022
- 27. Witness subpoenas for August 18, 2022
- 28. Supplemental property record, dated August 18, 2022
- 29. Witness subpoenas for August 26, 2022
- 30. Good Day's Response to the Board's revised request for clarification
 - 30a. Corrected Notice of Proper Zoning Form
 - 30b. Ohio Secretary of State Non-profit Article of Incorporation for Greater Works Church
 - 30c. Good Day's revised site plan
- 31. Screenshots of Greater Works' Facebook page and search results from Google.com

32. Affidavit of Duane Kramer with attachments

- 7) Transcripts of August 18, 2022 hearing;
- 8) Transcripts of August 26, 2022 hearing;
- 9) Transcripts of September 27, 2022 hearing;
- 10) Post-Hearing Brief of Good Day Dispensary, LLC, filed October 14, 2022;
- 11) State's Post-Hearing Brief, filed October 21, 2022;
- 12) Hearing Examiner's Report and Recommendation, filed November 14, 2022, and attached hereto as Exhibit B;
- 13) Proof of Service of Report and Recommendation, filed November 21, 2022;
- 14) Good Day Dispensary, LLC's Response and Objections to the Hearing Examiner's Written Report and Recommendation, with attached exhibits, and Request to Address Board, filed December 1, 2022;
- 15) Scheduling Letter regarding Request to Address Board, dated December 13, 2022;
- 16) Amended Scheduling Letter regarding Request to Address Board, dated December 21, 2022.

DECISION OF THE BOARD

After thorough review of the administrative record and consideration of the oral address made to the Board, the Board hereby confirms and approves in its entirety Hearing Examiner Angell's Report and Recommendation, attached hereto as Exhibit 2, as it relates to the Board's July 20, 2022 Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License with Attachments to Good Day Dispensary, LLC, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the dispensary location is within five hundred feet of the boundaries of a parcel of real estate having on it a church, in violation of R.C. 3796.30(A), R.C. 3796.10(B)(4), and Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i) as measured pursuant to Ohio Adm.Code 3796:6-2-02(B)(2)(l). Accordingly, Good Day Dispensary, LLC has not demonstrated compliance with Ohio Revised Code Chapter 3796 and the administrative rules promulgated thereunder. As required by Ohio Adm.Code 3796:6-2-04(B), Good Day Dispensary, LLC has not met the requirements to be awarded a provisional dispensary license by the Board. Additionally, pursuant to R.C. 3796.29, the City of Eastlake has adopted local ordinance Section 770.11 "Operational Requirements for Medical Marijuana Dispensaries," which permits medical marijuana dispensaries only within an M-3 District. The address of Good Day's proposed dispensary is not within an M-3 District.

The Board confirms and approves the Report and Recommendation of Hearing Examiner Angell, and denies Good

Day Dispensary, LLC's application, Application No. AK875, for a provisional dispensary license.

Mr. George moved to confirm and approve the Hearing Examiner's Findings of Fact; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's Conclusions of Law; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's recommendation; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0213

After votes were taken in public session, the Board adopted the following order in the **Citizen Real Estate, LLC, Akron, 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-2022-0188)

IN THE MATTER OF:
Citizen Real Estate, LLC
c/o Jason A. Butterworth
75 East Market Street
Akron, OH 44308
Application No.: WX295
Application District: Northeast-2
Application Dispensary Address: 3924 Mayfield Road, Cleveland
Heights, OH 44121

INTRODUCTION

Respondent Citizen Real Estate, LLC (Citizen) came for a paper hearing by joint agreement of the parties before Hearing Examiner William C. Greene. On Tuesday, January 10, 2023, the parties made an oral address to the State of Ohio Board of Pharmacy (Board), and the Board considered the matter on Wednesday, January 11, 2023, before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina

Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, was present for the oral address but abstained from the vote.

Respondent was represented by Walter J. McNamara, IV, Madison & Rosan LLP. The State of Ohio was represented by Henry G. Appel, Assistant Attorney General.

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 for Hearing/Notice of Intent to Deny Application for Medical Marijuana License with Attachment (GIS Review of Application WX295), dated May 17, 2022, attached hereto as Exhibit A;
- 2) Proof of Service, dated May 19, 2022;
- 3) Request for Hearing, dated June 15, 2022;
- 4) Scheduling Order, filed August 26, 2022;
- 5) Joint Exhibits, filed October 18, 2022, which included the following Exhibits:

1. RFAI Presentation
 2. FAQ from April 2021
 3. Request for Applications/Instructions
 4. Application (preview)
 5. Q&A Round 1
 6. Q&A Round 2
 7. Number of Applications Received by District
 8. Drawing Results
 9. FAQ from January 2022
 10. List of Provisional Dispensary Licenses
 11. Summary of PDLs Awarded
 12. Presentation from May 2022
 13. FAQ from May 2022
 14. Notice Letter
 15. Request for Hearing
 16. First Hearing Letter
 17. Current Scheduling Order
 18. Application of Respondent (without attachments & section B questions, Question C-5.2 redacted)
 19. Purchase Agreement (attached to Application of Respondent)
 20. Site Plan (attached to Application of Respondent)
 21. 500 foot survey (attached to Application of Respondent)
 22. Request for Clarification
 23. Response to Request for Clarification (without criminal background check documents)
 24. Ohio Department of Education License Lookup
 25. Data from Cuyahoga County Auditor
 26. Letter from Yeshiva Derech Hatorah
 27. Photos of Yeshiva Derech Hatorah
 28. Photos of Proposed Dispensary
-
- 6) Scheduling Order, filed October 18, 2022;
 - 7) Brief of Applicant Citizen Real Estate, LLC, filed November 4, 2022;
 - 8) State's Reply Brief, filed November 11, 2022;
 - 9) Joint Stipulations of the Parties, filed November 11, 2022;
 - 10) Hearing Examiner William C. Greene's Report and Recommendation, filed December 14, 2022, attached hereto as Exhibit B;
 - 11) Proof of Service of Hearing Examiner's Report and Recommendation, dated December 19, 2022;
 - 12) Applicant Citizen Real Estate LLC's Objections to the Hearing Officer's December 15, 2022 Report and Recommendation and Request for Oral Presentation, filed December 22, 2022;
 - 11) Scheduling Letter regarding Request to Address Board, filed December 23, 2022;

DECISION OF THE BOARD

After thorough review of all documents related to the case and consideration of the oral address made to the Board, the Board hereby confirms and approves Hearing Examiner William C. Greene's Findings of Fact, attached hereto and incorporated as though fully set forth herein as Exhibit B, in their entirety, as it relates to the Board's May 17, 2022 Notice of Opportunity for Hearing/Notice of Intent to Deny Application with Attachment.

The Board further confirms and approves Hearing Examiner William C. Greene's Conclusions of Law, with modifications to strike language contained on page 13 of the Report and Recommendation as potentially inconsistent with current law, and to include additional conclusions of law as approved by the Board. Specifically, the Board strikes the following language as potentially inconsistent with the Supreme Court of Ohio's holding in *TWIS v. Enters., LLC v. State Bd. of Registration for Prof'l Eng'rs & Surveyors*, 2022-Ohio-4677, which states that agency interpretations of the Ohio Revised Code are not afforded mandatory deference:

The Board's Interpretation of R.C. 3796.30(A) should be given deference. *Hodgson v. Hamilton Mun. Ct.*, 349 F. Supp. 1125 (S.D. Ohio 1972).

In its stead, the Board includes the following conclusion of law:

The purpose of an administrative rule is to accomplish the ends sought by the legislation enacted by the General Assembly and an administrative rule does not conflict with a statute to the extent that it provides a reasonable, supportable interpretation of it (*Maralgate, LLC v. Greene County Bd of Revision*, 130 Ohio St.3d 316 (citing *Rich's Dept. Stores, Inc. v. Levin*, 125 Ohio St.3d 15, 2010, Ohio 957, 925 N.E.2d 951, quoting *Hoffman v. State Med. Bd. of Ohio*, 113 Ohio St.3d 376, 2007 Ohio 2201, 865 N.E.2d 1259, and *Chicago Pacific Corp. v. Limbach*, 65 Ohio St.3d 432, 435, 1992 Ohio 10, 605 N.E.2d 8). An administrative rule that is issued pursuant to statutory authority has the same force of law unless it is unreasonable or conflicts with a statute covering the same subject matter. (*Maralgate, LLC v. Greene County Bd of Revision*, 130 Ohio St.3d 316 (citing *Nestle R&D Ctr., Inc. v. Levin*, 122 Ohio St.3d 22, 2009 Ohio 1929, 907 N.E.2d 714, quoting *State ex rel. Celebrezze v. Natl. Lime & Stone Co.*, 68 Ohio St.3d 377, 382, 1994 Ohio 486, 627 N.E.2d 538).

Ohio Adm.Code 3796:6-2-02(B)(2)(I) has the force of law because (1) the Board had statutory authority to promulgate the rule, (2) the rule is not unreasonable, and (3) the rule does not conflict with R.C. 3796.30.

The Board confirms and approves the remaining Conclusions of Law in their entirety.

All violations of law are supported by the evidence in the record. Specifically, the proposed dispensary location is within five hundred feet of the boundaries of a parcel of real estate having on it a school, in violation of R.C. 3796.30(A), R.C. 3796.10(B)(4), and Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i) as measured pursuant to Ohio Adm.Code 3796:6-2-02(B)(2)(l). Accordingly, Citizen has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-04(B), in order to be awarded a provisional dispensary license by the Board.

The Board confirms and approves, with redaction and modification as discussed above, the Report and Recommendation of Hearing Examiner Greene, and denies Citizen Real Estate, LLC's application, Application No. WX295, for a provisional dispensary license.

Mr. George moved to confirm and approve the Hearing Examiner's Findings of Fact; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's Conclusions of Law, with the modification as set forth herein; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's recommendation; Ms. Ferris seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0214

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on September 30, 2022, in the matter Cardinal Health (A-2021-0364).

R-2023-0215

Mr. Wilt announced the dismissal of the matter Midwest Spine and Pain Consultants (A-2022-0400).

R-2023-0216

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on August 5, 2021, in the matter Cardinal Health (A-2019-0314).

- R-2023-0217** Mr. George moved that the October 11, 2022, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0218** Mr. George moved that the October 11, 2022, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0219** Mr. George moved that the October 12, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0220** Mr. George moved that the October 19, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0221** Mr. George moved that the November 9, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0222** Mr. George moved that the November 16, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0223** Mr. George moved that the November 23, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0224** Mr. George moved that the December 5, 2022, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0225** Mr. George moved that the December 5-6, 2022, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0226** Mr. George moved that the December 14, 2022, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.
- R-2023-0227** Mr. George moved that the December 21, 2022, Emergency Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

R-2023-0228

Mr. George moved that the January 4, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

R-2023-0229

Mr. Grimm moved to adjourn the January 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-8, No-0.

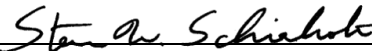
1:31 p.m.

The Board Meeting Adjourned.



Shawn Wilt, RPh, President

Date: 02.16.2023



Steven W. Schierholt, Executive Director

Date: 02.16.2023