



MINUTES OF THE APRIL 3 AND 4, 2023
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, April 3, 2023

10:16 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

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

Absent: Rich Miller, RPh.

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

10:18 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 **Adam Rossbach, Columbus, Ohio.**

R-2023-0333 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; and Pfaff-yes.

2:00 p.m. The deliberation ended and the hearing was opened to the public.

R-2023-0334 After votes were taken in public session, the Board adopted the following order in the Matter of **Adam Rossbach, RPh, Columbus, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2021-0425

In The Matter Of:

Adam Rossbach, RPh
240 Liberty Street, Apt. 1311
Columbus, OH 43215
License No. 03-335034

INTRODUCTION

The Matter of Adam Rossbach came for hearing on April 3, 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; and Christine Pfaff, RPh.

Rich Miller, RPh; Absent

Adam Rossbach was represented by Steven A. Sindell. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. None

Respondent's Witnesses:

1. Dr. Theodore Shannon
2. Linda Hritz
3. Adam Rossbach

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Letter
4. Continuance Requested 10-27-2021
5. Continuance Granted 10-28-2021
6. Continuance Requested 3-28-2022
7. Continuance Granted 3-28-2022
8. Statement of Respondent
9. Statement of Bennett

- 10. Statement of Herder
- 11. RX Information Azithromycin
- 12. RX Information Clindamycin

Respondent's Exhibits:

- B. Adam Rossbach Resume
- C. Drug and Alcohol Screens
- D. Reports and Resume of Dr. Theodore Shannon
- E. Expert Report of Linda Hritz
- F. AA/NA Attendance Sheets
- G. Certificates and Evaluations
- H. Court Cases
- I. PRO Contract
- J. PRO Authorization Document
- K. Letter
- L. Drug Screen

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 adopts the stipulations of the parties and finds the following to be fact:

- 1. On or about September 16, 2021, Adam Rossbach passed out while working at Avita Outpatient Pharmacy, located at 715 Richland Mall, Mansfield, OH.
- 2. On or about October 8, 2021, Adam Rossbach was interviewed by investigators from the Board:
 - a. He stated he passed out in the pharmacy, but had little recollection of the event.
 - b. He stated he felt he passed out due to a lack of sleep because he had been struggling with sleep issues for a while.

- c. He stated he did not feel it was drug-related.
 - d. He stated if he submitted a urine sample for a drug screen it would probably come back positive.
 - e. He stated the drug screen would be positive for cocaine and marijuana.
 - f. He stated the last time he used cocaine was September 10, 2021.
 - g. He stated he only uses cocaine and marijuana recreationally and only use it occasionally depending on the social setting he is in.
 - h. He stated he did not use cocaine or marijuana before or during work.
3. Adam Rossbach started working for Avita Outpatient Pharmacy on or about August 25, 2021. He made the following errors during his tenure:
- a. On or about September 15, 2021, a prescription for azithromycin 200mg/5ml was verified incorrectly. Directions on the dispensed label were "Take ½ teaspoon by mouth once daily for day 1 then take ½ teaspoon once daily for days 2-5." It should have read "Take ½ teaspoon by mouth once daily for day 1 then ¼ teaspoon once daily for days 2-5."
 - b. On or about September 20, 2021, a prescription for clindamycin 150mg was verified incorrectly. Directions on the dispensed label were "Take 3 capsules by mouth 1 capsule for 10 days." It should have read "Take 3 capsules by mouth 3 times a day for 10 days."
 - c. On or about September 27, 2021, after checking a prescription for gabapentin, Adam Rossbach placed the stock bottle of gabapentin in the patient bag along with the patient's prescription bottle. The error was discovered at check out and did not reach the patient.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2017:
- a. Engaged in unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and/or

- b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and/or
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and/or
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
- 2. Such conduct as set forth in the Findings of Fact, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Engaged in unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and/or
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and/or
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and/or
 - d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).
- 3. Such conduct as set forth in paragraphs (3)(a), (3)(b), and (3)(c) of the Allegations Section, if proven, constitutes a violation of division (A) of section 3715.64 of the ORC, A drug or device is misbranded within the meaning of sections 3715.01 and 3715.52 to 3715.72 of the Revised Code:
 - a. If its labeling is false or misleading in any particular. ORC Section 3715.64(A)(1); and/or

- b. If it is a drug and its container is so made, formed, or filled as to be misleading, ORC Section 3715.64(A)(10)(a).

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 Adam Rossbach on September 14, 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. 03-335034, held by Adam Rossbach and such suspension is effective as of the date of the mailing of this Order.

Adam Rossbach, 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.

Adam Rossbach must complete six hours (0.6 CEU) of continuing pharmacy education in patient safety, not to count towards renewal.

Further, after six months from the date of commencement of active participation with a Board-approved monitor, the Board will consider any petition filed by Adam Rossbach for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. Adam Rossbach must comply with any recommendations made by the Board-approved monitor. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Adam Rossbach must maintain a current address with the Board throughout the duration of the suspension.
2. Adam Rossbach 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. Adam Rossbach 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 Adam Rossbach 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 Adam Rossbach 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. Adam Rossbach 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. Adam Rossbach 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 Adam Rossbach

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

4. Adam Rossbach 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 Adam Rossbach reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Adam Rossbach 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 Adam Rossbach to possible additional sanctions, including and up to revocation of license.
6. Adam Rossbach must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy.
7. Adam Rossbach must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within three years of the effective date of the summary suspension, Adam Rossbach must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
9. Adam Rossbach must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.

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

Further, the Board hereby grants the parties' Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's Exhibits 11 and 12.

Ms. Buettner moved for Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Aye- 7/Nay- 0).

Mr. George moved for Conclusions of Law; Mr. Goodman seconded the motion. Motion passed (Aye- 7/Nay- 0).

Ms. Buettner moved for Action of the Board; Ms. Pfaff seconded the motion. Motion passed (Aye- 7/Nay- 0).

SO ORDERED.

R-2023-0335

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, and Pfaff-yes.

4:07 p.m.

The Board adjourned for the day.

Tuesday, April 4, 2023

- 9:00 a.m.** The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, 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; and Christine Pfaff, RPh.
- Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.
- 9:00 a.m.** Mr. Garner provided the OARRS Report.
- 9:08 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 9:12 a.m.** Ms. Maerten-Moore provided the Legal Report
- 9:13 a.m.** Ms. Southard provided the Licensing Report.
- 9:20 a.m.** Mr. Cathcart provided the Medical Marijuana Report.
- 9:21 a.m.** Mr. Cathcart presented a motion to relocate from Heaven Wellness, LLC, Milford, Ohio.
- R-2023-0336** Ms. Buettner moved that the Board approve Heaven Wellness, LLC's variance request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0; Recused-1. Mr. Goodman recused from the vote.
- 9:25 a.m.** Mr. Schierholt provided the Executive Director Report.
- 9:26 a.m.** Ms. Southard presented the OBOT Non-Physician Owner/Operator from DeCoach Rehabilitation Centre Fairmount – Cincinnati, Ohio (APP-000675117/ 0265000078) to the Board for consideration.
- R-2023-0337** Ms. Buettner moved that the Board approve the OBOT Non-Physician Owner/Operator of DeCoach Rehabilitation Centre Fairmount – Cincinnati, Ohio (APP-000675117/0265000078). The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

- 9:28 a.m.** Ms. Southard and Ms. Maerten-Moore presented the OBOT Non-Physician Owner/Operator and Felony Waiver Request from DeCoach Rehabilitation Centre Eaton – Eaton, Ohio (APP-000681822/0265000077) to the Board for consideration.
- R-2023-0338** Ms. Ferris moved that the Board approve the OBOT Non-Physician Owner/Operator and Felony Waiver Requests of DeCoach Rehabilitation Centre Eaton – Eaton, Ohio (APP-000681822/0265000077). The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.
- 9:31 a.m.** Mr. Miller joined the meeting.
- 9:32 a.m.** Ms. Southard presented Pharmacy Technician Trainee Extension Requests from Tajaney Redd – Shaker Heights, Ohio (09114664) and Mia Prewitt – Parma Heights, Ohio (09113180) to the Board for consideration.
- R-2023-0339** Mr. Grimm moved that the Board grant Tajaney Redd a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.
- R-2023-0340** Mr. Grimm moved that the Board grant Mia Prewitt a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.
- 9:33 a.m.** Ms. Southard led a discussion on a Certified Pharmacy Technician Certification Audit.
- 9:42 a.m.** Ms. Southard presented a resolution titled *Responsible Persons Requirements for Licensure* to the Board for consideration.
- R-2023-0341** Ms. Ferris moved that the Board approve the resolution. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0. The following resolution was adopted by the Board:

Responsible Person Requirements for Licensure

The Board hereby makes the following additions to the Responsible Person Requirements for Licensure resolution last amended on December 5, 2022 (R-2023-0133) and publicly posted at www.pharmacy.ohio.gov/rp:

- *To the Terminal – Clinic license types:*

TERMINAL – CLINIC				
Subcategory	Subcategory Description	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
AS	Ambulatory Surgery	DO, MD, RPH, DDS/DMD		Institutional (OAC 4729:5-9)

9:43 a.m.

Ms. Southard presented a resolution titled *Pharmacy Technician Trainee Applicants in ASHP Program Without H.S. Diploma* to the Board for consideration.

R-2023-0342

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

Pharmacy Technician Trainee applicants enrolled in an ASHP Program without a high school diploma

The Board hereby approves the registration of an applicant for registration as a pharmacy technician trainee who is eighteen years of age and does not possess a high school diploma or certificate of high school equivalence if the applicant is enrolled in a pharmacy technician training program that is actively accredited by the American Society of Health-System Pharmacists (ASHP)/Accreditation Council for Pharmacy Education (ACPE).

9:46 a.m.

Mr. McNamee provided the Legislative Report.

9:51 a.m.

Mr. McNamee presented rule 729:5-5-02 – *Minimum Standards for the Operation of an Outpatient Pharmacy* to the Board for approval.

R-2023-0343

Ms. Pfaff moved that the Board approve *rule 729:5-5-02 – Minimum Standards for the Operation of an Outpatient Pharmacy* for filing with CSI. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.

R-2023-0344

After votes were taken in public session, the Board adopted the following order in the Matter of **Gregory Page, Jr., Cleveland, 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-2022-0077)**

IN THE MATTER OF:
Gregory Page, Jr.
4229 E. 181st St.
Cleveland, OH 44128

Pending Registration No. APP-000524581

INTRODUCTION

Gregory Page, Jr. (Respondent) submitted an application for registration as a Pharmacy Technician Trainee in the State of Ohio (APP-000524581) on November 2, 2021. The State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Technician Registration on August 24, 2022. Respondent timely requested a hearing, and the Matter of Gregory Page, Jr. came for hearing before Hearing Examiner David J. Bosley on October 31, 2022. Respondent appeared pro se and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via certified mail, return receipt requested, on or about February 23, 2023. A courtesy copy was also issued to Respondent via email that day. The matter subsequently came for consideration by the Board on April 4, 2023, before the following members: Shawn Wilt, RPh, Presiding; Trina Buettner, RPh; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, Public Member; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine 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 hearing transcript, and Hearing Examiner Bosley's Report and Recommendation.

DECISION OF THE BOARD

1. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Bosley's Report and Recommendation.

2. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law contained in Hearing Examiner Bosley's Report and Recommendation.

3. 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 confirms and approves in part, and modifies in part, Hearing Examiner Bosley's Report and Recommendation and grants Respondent's pharmacy technician trainee license, and issues Respondent a written reprimand and a fine of \$100.

Ms. Ferris moved to confirm and adopt the Hearing Examiner's Findings of Fact, as described above; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

Ms. Ferris moved to confirm and adopt the Hearing Examiner's Conclusions of Law, as described above; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

Mr. Ferris moved to confirm and adopt the Hearing Examiner's recommendation, with the modification as described above; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2023-0345

After votes were taken in public session, the Board adopted the following order in the Matter of **InspiredOhio, 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-2022-0190)

IN THE MATTER OF:
InspiredOhio, LLC
c/o Steven Medvin, Registered Agent
840 Ash Lane., Northbrook, IL 60062
Application No.: YH794
Application District: Northeast-3
Application Dispensary Address: 1877 Triplett Blvd., Akron, OH 44312

INTRODUCTION

Respondent InspiredOhio, LLC (InspiredOhio) came for a hearing before Hearing Examiner Greg Trout on Monday, December 12, 2022. The State of Ohio Board of Pharmacy (Board) considered the matter on Tuesday, April 4, 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, and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained.

Respondent was represented by Lloyd Pierre- Louis, Dickinson Wright, and Jon Loevy, Pro Hac Vice. 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 dated May 17, 2022 and Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application YH794), dated October 18, 2022, and attached hereto as Exhibit A;

2) InspiredOhio Exhibit and Witness List, which included the following Exhibits:

- A. Request for Application and Instructions
- B. Application
- C. Board Q&A 1
- D. Board Q&A 2
- E. Applicant InspireOhio Survey Plan
- F. Architect License Verification
- G. March 7, 2022 Request for Information
- H. March 14 Response to March 7, 2022 Request for Information with Attachments
- I. Notice of Intent to Deny 5/17/2022 InspiredOhio LLC (NE3)
- J. Amended Notice of Intent to Deny 10/08/2022 (YH794-NE3)
- K. Email from City of Akron
- L. Google Earth Pic
- M. Summit County Fiscal Office Property Card (Auditor's Office)
- N. Parcel 6763795 GIS Map Location
- O. Parcel 6719498 (1877 Triplett)
- P. Akron Lease Agreements with BMX
- Q. Contract for Construction of Skate Park- Council Ordinance to Authorize
- R. Skateboard Park- Engineering
- S. Contract for Construction of Shelter-Ordinance to Authorize
- T. ORC 308.01 Airport Definition
- U. (withdrawn)
- V. Daily Releaf RFAII Application
- W. Deaver Ohio RFAII Application

3) State's Exhibits, filed August 17, 2022, which included the following Exhibits:

- 1. Map of Parcel 6753375
- 2. Map of Parcel 6763795
- 3a. Email from Michael Meyer
- 3b. Attachment to E-mail
- 4. (withdrawn)
- 5. Map of 1877 Triplett Blvd & Vicinity
- 6. Map of 1877 Triplett Blvd & Vicinity: City Owned Property
- 7. Airport Park Map
- 8. Photos
- 9. Application of Loomin
- 10. Application of Sizzle Cannabis
- 11. Transcript of Medvin Interview
- 12. Transcript of Hayes Interview
- 13. Transcript of Gould Interview
- 14. Portions of Transcript from Sizzle Cannabis Hearing Date 11/28/2022

15. Medvin Interview – Clip 1
16. Medvin Interview – Clip 2
17. Hayes Interview – Clip 1
18. Hayes Interview – Clip 2
19. Hayes Interview – Clip 3
20. Hayes Interview – Clip 4
21. Gould Interview – Clip 1
22. Gould Interview – Clip 2
23. Gould Interview – Clip 3

4) Joint Exhibits, filed August 17, 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
- 14a. Notice Letter
- 14b. Attachment to Notice Letter
- 14c. Amended Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Scheduling Order
18. Application (without attachments or section B)
19. 500 foot Map (Attached to Application)
20. Request for Clarification
- 21a. Response to Request for Clarification
- 21b. Attachment to Response to Request for Clarification
22. Attestation (attached to application)

- 6) Prehearing Brief of the State, filed December 5, 2022;
- 7) Post hearing Brief of Inspired Ohio, filed January 20, 2023;
- 8) Post hearing reply Brief of the State, filed January 27, 2023;
- 9) Petitioner's Proposed Statement of Facts & Conclusions of Law, filed February 17, 2023;
- 10) Hearing Transcript, filed December 20, 2022;
- 11) Hearing Examiner Trout's Report and Recommendation, filed February 22, 2023, attached hereto as Exhibit B.

DECISION OF THE BOARD

After thorough review of all documents related to the case, the Board hereby confirms and approves Hearing Examiner Trout's Findings of Fact, as attached hereto as Exhibit B, as it relates to the Board's May 17, 2022 Notice of Opportunity of Hearing/Notice of Intent to Deny, and the October 18, 2022 Amended Notice of Opportunity of Hearing/Notice of Intent to Deny, but also modifies the report to include additional findings of fact. Specifically, the Board modifies the Findings of Fact as follows:

As to the last paragraph of the Findings of Fact, "Prohibited Location" the Board modifies the final paragraph to include additional facts relating to the incomplete application. Specifically, the Board modifies the last paragraph to read (insertions bolded):

The Respondent's proposed dispensary is within 500 feet of the boundaries of a parcel of real estate containing a park. **Respondent failed to include a professionally prepared survey of the area surrounding the prospective dispensary that established the facility is a least 500 feet from the boundaries of a parcel of real estate having situated on it a prohibited facility, pursuant to R.C. 3796.30 of the Revised Code, specifically a park.**

The Board further confirms and approves Hearing Examiner Trout's Conclusions of Law in their entirety, as set forth in the Report and Recommendation, attached hereto as Exhibit B, but also modifies the report to include additional conclusions of law as approved by the Board. Specifically, the Board modifies the Conclusions of Law to also include:

The State's denial of the requested license based on an incomplete application **due to Respondent's failure to disclose required information based on the existence of prior relationships** cannot be upheld. The State's rejection of the Respondent's application on the grounds of a false statement or failure to disclose required information is not well supported. The instructions in the application were not sufficiently specific to put the Respondent on notice that the non-

material relationship with two other applicants was required to be disclosed. If this basis was the only grounds for the denial of the license, the denial should be withdrawn.

However, pursuant to Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i), the denial of the requested license based on an incomplete application due to Respondent's failure to include a professionally prepared survey that establishes the dispensary is at least five hundred feet from the boundaries of a parcel of real estate containing a park is well supported and should be upheld.

All violations of law are supported by the evidence in the record. Specifically, the proposed dispensary is located within 500 feet of the boundaries of a parcel of real estate having situated on it a "prohibited facility": school, church, public library, public playground, or public park in violation of 3796.30(A). In this matter, specifically a public park. Additionally, the submitted application number YH794 was not complete because, under Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i), InspiredOhio was required to submit a professionally prepared survey of the area surrounding the prospective dispensary that establishes the facility is at least five hundred feet from the boundaries of a parcel of real estate having situated on it a prohibited facility. Pursuant to R.C. 3796.30 of the Revised Code it will not be located within five hundred feet of a school, church, public library, public playground or public park. The application number YH794 failed to include the required survey as part of their application. Accordingly, InspiredOhio 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 modification the Report and Recommendation of Hearing Examiner Trout, and denies InspiredOhio's application, Application No. YH794, for a provisional dispensary license.

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

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

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

SO ORDERED.

R-2023-0346

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

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0377)

IN THE MATTER OF:
Loomin, LLC
c/o Robin Gould, Registered Agent
5602 Winston Court
Calabasas, California 91302
Application No.: JQ883
Application District: Northeast 6
Application Dispensary Address: 1954-58, Warren, OH 44833

INTRODUCTION

Loomin, LLC ("Loomin") came for hearing on January 23, 2023, before Hearing Examiner Robert Angell, Esq. The State of Ohio Board of Pharmacy (Board), considered the matter on Tuesday, April 4, 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, and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained.

Respondent was not represented by counsel. 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:

- 3) Amended Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachments (GIS Review of Application JQ883 and Medical Marijuana Dispensaries Ordinance), dated October 20, 2022, and attached hereto as Exhibit A;
- 4) Hearing Examiner's Scheduling Order, dated January 9, 2023;
- 5) Hearing Examiner Continuance Denial, dated January 18, 2023
- 6) USPS Tracking Record, dated January 25, 2023;

7) State's Exhibits and Witness List, which included the following Exhibits:

1. RFA II Presentation
2. FAQ from April 2021
3. Request for Applications / Instructions
4. Application (preview)
5. Q&A Round 1
6. Q&A Round 2
7. Number of Applications Received by District
8. Drawing Results
9. FAQ from January 2022
10. List of Provisional Dispensary Licenses
11. Summary of PDLs Awarded
12. Presentation from May 2022
13. FAQ from May 2022
14. Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Current Scheduling Order
18. Application of Respondent (without attachments)
19. Site Plan (attached to application)
20. 500 foot survey (attached to application)
21. Signature and attestation (attached to application)
22. Photos
23. Google Maps
24. Justice Grown Application to Dept. of Commerce – Front Section
25. Justice Grown Application to Dept. of Commerce – Business Plan
26. Request for Clarification
27. Notice Letter Issued to Buzzed Ventures
28. Scheduling Order Issued in Buzzed Ventures Case
29. Amended Notice Letter
30. Buzzed Application
31. InspiredOhio Application
32. Cannavitz Ventures Application
33. Greenbud Application
34. Sizzle Cannabis Application
35. Transcript of Gould Interviews
36. Transcript of Hayes Interviews
37. Transcript of Medvin Interviews
38. Transcript from Sizzle Cannabis Hearing – Hayes
39. Transcript from InspiredOhio Hearing – Medvin
40. Audio Clip of Interview with Gould #1.
41. Audio Clip of Interview with Gould #2.
42. Audio Clip of Interview with Gould #3
43. Audio Clip of Interview with Medvin #1

- 44. Audio Clip of Interview with Medvin #2
 - 45. Audio Clip of Interview with Hayes #1
 - 46. Audio Clip of Interview with Hayes #2.
 - 47. Audio Clip of Interview with Hayes #3
 - 48. Audio Clip of Interview with Hayes #4
- 6) Transcripts of January 23, 2023 hearing;
 - 7) Hearing Examiner's Report and Recommendation, dated February 16, 2023, and attached hereto as Exhibit B;
 - 8) Proof of Service of Report and Recommendation, dated, March 15, 2023.

DECISION OF THE BOARD

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

All violations of law are supported by the evidence in the record. Specifically, the submitted application number JQ883 was not complete because, under Ohio Adm.Code 3796:6-2-02(B)(7)(e), Loomin was required to submit a site-specific floor plan including and identifying "an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made pursuant to a standard operating procedure approved by the board." The floor plan submitted with application number JQ883 failed to include and identify "an enclosed delivery bay or other equally secured delivery area" that meets the requirements of Ohio Adm.Code 3796:6-3-06(D). When the Board requested additional information to investigate the application, Loomin failed to provide a response in violation of Ohio Adm.Code 3796:6-2-04(G). Additionally, the application was misleading in that the Proposed Associated Key Employee, Eric Gould, failed to disclose his affiliation with other marijuana entities and his relationship with same site applicants as required by Ohio Adm.Code sections 3796:6-2-02(B)(5)(b)(iii) and 3796:6-2-04(I), respectively. Finally, the application was missing the required attestation in violation of Ohio Adm.Code 3796:6-2-02(B)(2)(n). Accordingly, Loomin has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-04(B) in order to be awarded a provisional dispensary license by the Board.

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

Loomin, LLC's application, Application No. JQ883, for a provisional dispensary license.

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

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

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

SO ORDERED.

R-2023-0347

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.

11:55 a.m.

The Board returned to public session.

R-2023-0348

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on October 5, 2022, in the matter D'Asia Marie Simmons (A-2022-0399).

R-2023-0349

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on December 13, 2022, in the matter GU Ohio, LLC dba GU Ohio Urology (A-2022-0434).

R-2023-0350 Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on December 22, 2022, in the matter Ashton Atkins (A-2022-0047).

R-2023-0351 Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on January 25, 2023, in the matter Justin Edward Campbell, RPh (A-2022-0446).

R-2023-0352 Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on January 27, 2023, in the matter Robin Charisse Brooks (A-2022-0375).

R-2023-0353 Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on August 31, 2022, in the matter Samantha Cisco (A-2021-0293).

R-2023-0354 Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on November 4, 2022, in the matter Benjamin Finley (A-2021-0137).

R-2023-0355 Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2022-0425**

**UC Medical Center - Hoxworth Pharmacy
License No. 02-1450350
c/o Amber Lynn Dalhover, RPh
3130 Highland Avenue
Cincinnati, Ohio 45219**

**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 UC Medical Center - Hoxworth Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a certified pharmacy technician without maintaining appropriate

registration with the Board. Together, the Board and UC Medical Center - Hoxworth Pharmacy are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. UC Medical Center - Hoxworth Pharmacy has an active TDDD license with the Board under license number 02-1450350, which lists Amber Lynn Dalhover, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of UC Medical Center - Hoxworth Pharmacy, TDDD license number 02-1450350, related to an employee performing duties of a certified pharmacy technician without maintaining appropriate registration with the Board.
2. On or about January 25, 2023, the Board sent a Notice of Opportunity for Hearing to UC Medical Center - Hoxworth Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. UC Medical Center - Hoxworth Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. UC Medical Center - Hoxworth Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to UC Medical Center - Hoxworth Pharmacy's license record and must

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

4. The Board hereby imposes a written reprimand on UC Medical Center - Hoxworth Pharmacy's TDDD license, number 02-1450350.
5. UC Medical Center - Hoxworth Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. UC Medical Center - Hoxworth Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by UC Medical Center - Hoxworth Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to UC Medical Center - Hoxworth Pharmacy by the Board and will NOT discharge UC Medical Center - Hoxworth Pharmacy from any obligation under the terms of this Agreement.
7. UC Medical Center - Hoxworth Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. UC Medical Center - Hoxworth Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom UC Medical Center - Hoxworth Pharmacy will operate.
10. UC Medical Center - Hoxworth Pharmacy waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2023-0356

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.

R-2023-0357

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

**IN THE MATTER OF:
CASE NO. A-2021-0074**

**Rite Aid #4766
License No. 02-0984300
c/o Jermaine Smith Vice President of Regulatory Affairs 2852
Grove Avenue
Lorain, OH 44055**

**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 Rite Aid #4766 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues. Together, the Board and Rite Aid #4766 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. Rite Aid #4766 is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 0984300.

FACTS

1. The Board initiated an investigation of Rite Aid #4766, Terminal Distributor of Dangerous Drugs license number 02-0984300, related to drug security issues.
2. On or about February 9, 2023 the Board sent a Notice of Opportunity for Hearing to Rite Aid #4766, 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. Rite Aid #4766 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 9, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Rite Aid #4766 agrees to pay to the Board a monetary penalty the amount of \$2,000.00 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 Rite Aid #4766's TDDD license, number 02- 0185350.
5. Rite Aid #4766 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. Rite Aid #4766 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 Rite Aid #4766 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 Rite Aid #4766 by the Board and will NOT discharge Rite Aid #4766 from any obligation under the terms of this Agreement.

7. Rite Aid #4766 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Rite Aid #4766 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 Rite Aid #4766 will operate.
 10. Rite Aid #4766 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-2023-0358

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

**IN THE MATTER OF:
CASE NO. A-2022-0595
A-2021-0271**

Rite Aid #3157

License No. 02-0185350

c/o Jermaine Smith Vice President of Regulatory Affairs
3402 Clark Avenue
Cleveland, OH 44109

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Rite Aid #3157 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues. Together, the Board and Rite Aid #3157 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. Rite Aid #3157 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0185350.

FACTS

1. The Board initiated an investigation of Rite Aid #3157, Terminal Distributor of Dangerous Drugs license number 02-0185350, related to drug security issues.
2. On or about February 9, 2023 the Board sent a Notice of Opportunity for Hearing to Rite Aid #3157, 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. Rite Aid #3157 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 9, 2023;

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

3. Rite Aid #3157 agrees to pay to the Board a monetary penalty the amount of \$4,000.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Rite Aid #3157's TDDD license, number 02-0185350.
5. Rite Aid #3157 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. Rite Aid #3157 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 Rite Aid #3157 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 Rite Aid #3157 by the Board and will NOT discharge Rite Aid #3157 from any obligation under the terms of this Agreement.
7. Rite Aid #3157 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Rite Aid #3157 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 Rite Aid #3157 will operate.
10. Rite Aid #3157 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-2023-0359

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

**IN THE MATTER OF:
CASE NO. A-2021-0183**

**Michelle Mosler, R.Ph.
License No. 03-337357
209 East Franklin Street
Troy, OH 45373**

**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 Michelle Mosler, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation related to a licensee self-report form you submitted. Together, the Board and Michelle Mosler 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. Michelle Mosler is a licensed pharmacist in the state of Ohio under license number 03-337357.

FACTS

1. The Board initiated an investigation of Michelle Mosler, pharmacist license number 03-337357, related to a licensee self-report form you submitted.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Michelle Mosler, 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 November 22, 2022, Michelle Mosler, through counsel Todd W. Collis, timely requested an administrative hearing, which was subsequently scheduled for June 5, 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. Michelle Mosler 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. Michelle Mosler agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Michelle Mosler'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. Michelle Mosler 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 Michelle Mosler's pharmacist license, number 03-337357.
 6. Michelle Mosler agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Michelle Mosler understands that she has the right to be represented by counsel for review and execution of this agreement.
 8. Michelle Mosler 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. Michelle Mosler 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-2023-0360

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

**IN THE MATTER OF:
CASE No. A-2022-0330
I-2022-0494**

**Blanchard Valley Hospital
License No. 02-0850100**
c/o Ryan Kruse, RPh
1900 Main Street
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 Blanchard Valley Hospital (Blanchard) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to a location which did not possess an active Board-issued Terminal Distributor of Dangerous Drugs license. Together, the Board and Blanchard 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. Blanchard is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0850100.

FACTS

3. The Board initiated an investigation of Blanchard, Terminal Distributor of Dangerous Drugs license number 02-0850100, related to Blanchard's illegal sales of dangerous drugs to a location which did not possess an active Terminal Distributor of Dangerous Drugs Board-issued license.
4. On or about October 13, 2022, the Board sent a Notice of Opportunity for Hearing to Blanchard, 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. Blanchard 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. Blanchard agrees to pay to the Board a monetary penalty the amount of \$1125.00. 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 Blanchard's TDDD license, number 02-0850100.
5. Blanchard 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. Blanchard 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 Blanchard 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 Blanchard by the Board and will NOT discharge Blanchard from any obligation under the terms of this Agreement.
7. Blanchard agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Blanchard 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 Blanchard will operate.
 10. Blanchard 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-2023-0361

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

**IN THE MATTER OF:
Case No. 2018-M430**

**Buckeye Relief, LLC
Account No. / Application No. 406-430
40 East Washington St., Suite 1
Chagrin Falls, OH 44022**

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

This Settlement Agreement (“Agreement”) is made and executed by and among the State of Ohio Board of Pharmacy (“Board”) and Buckeye Relief, LLC (individually each a “Party,” and collectively “the Parties”).

WHEREAS, the Matter of Buckeye Relief, LLC was remanded from the Eighth District Court of Appeals for reevaluation and rescoring related to Application #430 (application dispensary address: 22803, 22805, and 22807 Rockside Road, Bedford, OH 44146). After reevaluation and rescoring, the Board did not award Buckeye Relief, LLC Application #430 a provisional dispensary license (“PDL”). On June 14, 2021, following the submission of additional evidence pursuant to Ohio Revised Code 119.09, the Board determined that Buckeye Relief, LLC Application #430’s score was not high enough as compared to other applicants in the same district and denied the PDL for Application #430.

WHEREAS, on or about June 22, 2021, Buckeye Relief, LLC filed a notice of appeal in the Cuyahoga County Court of Common Pleas, *Buckeye Relief LLC v. State of Ohio Board of Pharmacy*, Case No. CV 21 949171.

WHEREAS, on or about February 3, 2023, Judge Gaul of the Cuyahoga County Court of Common Pleas issued an opinion and order directing the Board to issue a PDL to the Bedford location and awarding Buckeye Relief, LLC fees pursuant to R.C. 119.12(M).

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, and intending to be legally bound hereto, the Parties agree as follows:

1. Preambles. The foregoing preambles are incorporated herein by reference.

2. Specific Actions.

a. The Board.

i. The Board agrees within five business days from the executed date of this Agreement to award, pursuant to Ohio Adm.Code 3796:6-2-05, Buckeye Relief, LLC a provisional dispensary license located at 22803, 22805, and 22807 Rockside Road, Bedford, OH 44146, as the business address of the proposed dispensary in District Northeast-2, consistent with its original application submitted in November 2017.

b. Buckeye Relief, LLC.

i. Within five business days of the execution of this Settlement Agreement, Buckeye Relief, LLC agrees to submit to the Court of

Common Pleas of Cuyahoga County in Case No. CV 21 949171, a document expressly waiving and/or dismissing any request for fees against the Board, the Board's agents, and employees under any provision including, but not limited to, R.C. 119.092, R.C. 119.12(M), R.C. 2335.39, or Civ.R. 11.

3. Specific Releases.

- a. **Buckeye Relief, LLC.** In consideration of the covenants, releases, and agreements made by the Board pursuant to this Agreement, Buckeye Relief, LLC agrees not to institute or reinstitute any actions against the Board, in any jurisdictions, in any forum, tribunal, court, or administrative proceeding, for any form of relief against the Board relating to, arising from, or concerning the matters described herein, including but not limited to, any action against the Board related to medical marijuana license limits in District Northeast-2.
4. **General Release.** In consideration of the covenants and agreements contained herein, the Parties, for themselves and each of their respective administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys and assigns, hereby fully and forever release, withdraw, remise, quitclaim, and fully and forever discharge the other party, and each of their respective heirs, executors, administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys, and assigns, from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action of every kind and description, whether known or unknown, suspected or unsuspected, which it now has, or has had, or hereafter can, shall, or may have arising out of or related to the subject matter of this Agreement. The Parties agree not to pursue litigation in this matter or for any claim related to the matters described herein. This release does not affect the Parties' rights to enforce the terms of this agreement.
5. **Public Record.** All parties to this Agreement understand that this document is a public record under R.C. 149.43, and its terms will therefore become part of the minutes of a meeting of the Board of Pharmacy.
6. **Costs and Expenses of Administrative and Court Proceedings.** Each party shall be responsible for the costs and expenses it incurred in connection with any hearings or other litigation arising out of the administrative matter and related appeals and civil filings.

7. **Entire Agreement.** This Agreement supersedes any and all agreements by, between and among the Parties, and represents their entire agreement pertaining to the subject matter hereof. There is no agreement or understanding relating to the subject matter hereof, whether express, implied, written or oral, not expressly set forth herein.
8. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their agents, employees, successors, and assigns.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 10 **Interpretation.** This Agreement shall be interpreted as though mutually drafted by the Parties hereto and their respective counsel.
11. **Headings.** The headings preceding the paragraphs herein are intended to be for convenience only and shall have no operative force or effect.
12. **Authority.** The Parties hereto represent and warrant to each other that each Party possesses the full requisite authority to enter into this Agreement and that the person signing this Agreement on behalf of each Party is full and duly authorized to do so.
13. **Execution in Counterparts; Facsimile Signatures.** The Parties acknowledge and agree that this Agreement may be executed (1) in one or more counterparts, which together shall constitute a single, integrated agreement, and (2) by facsimile signatures which shall have the same force and effect as original signatures.

R-2023-0362

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

**IN THE MATTER OF:
Case No. A-2022-0362
Registration No. 09-107965**

Dana Price
6656 Mosier Road
Yellow Springs, Ohio 45387

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 Dana Price for the purpose of resolving all issues between the parties relating to the Board investigation of working at Meijer Pharmacy #66, located at 1500 Hillcrest Avenue, Springfield, Ohio, without a valid registration as a pharmacy technician trainee. Together, the Board and Dana Price 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. Dana Price, at the time the conduct occurred, was a pharmacy technician trainee in the state of Ohio under registration number 09-107965.

FACTS

1. The Board initiated an investigation of Dana Price, pharmacy technician trainee registration number 09-107965, related to Dana Price's working as a pharmacy technician trainee at Meijer Pharmacy #66, located at 1500 Hillcrest Avenue, Springfield, Ohio, without maintaining a valid registration as a pharmacy technician trainee.
2. On or about January 27, 2023, the Board sent a Notice of Opportunity for Hearing to Dana Price 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. Dana Price neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 27, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Dana Price agrees to pay to the OSBP the amount of amount of \$25. 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 Dana Price's technician registration, number 09-107965.
5. Dana Price agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Dana Price understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Dana Price agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Dana Price waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0363

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

**IN THE MATTER OF:
CASE NO. A-2022-0028**

**Michael Wildermuth, RPh
License No. 03-221192
640 Heatherwoode Circle
Springboro, Ohio 45066**

**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 Michael Wildermuth, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing with patient harm. Together, the Board and Michael Wildermuth 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. Michael Wildermuth is a licensed pharmacist in the state of Ohio under license number 03-221192.
3. Michael Wildermuth is the Responsible Person of Wal-Mart Pharmacy 10-1289, located at 2825 Progress Way, Wilmington, Ohio.

FACTS

1. The Board initiated an investigation of Michael Wildermuth, pharmacist license number 03-221192, and Wal-Mart Pharmacy 10-1289, related to an error in dispensing with patient harm.
2. On or about March 20, 2023, the Board sent a Notice of Opportunity for Hearing to Michael Wildermuth, 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. Michael Wildermuth neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 20, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Michael Wildermuth agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Michael Wildermuth'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. Michael Wildermuth must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Michael Wildermuth's pharmacist license, number 03-221192.
6. Michael Wildermuth agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Michael Wildermuth understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Michael Wildermuth 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. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0364

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

**IN THE MATTER OF:
CASE NO. A-2023-0105
Provisional Dispensary License No.: MMD.04071
Elevated Growth OH, LLC
7520 High Cross Boulevard
Columbus, OH 43235**

**c/o Dorland Henderson
135 North Railroad Ave.
Northlake, IL 60164**

**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 Elevated Growth OH, LLC ("Licensee") for the purpose of resolving all issues between the Board

and Licensee. Together, the Board and Licensee are referred to hereinafter as “the parties.”

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04071.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #FA283 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 7502 High Cross Boulevard, Columbus, OH 43235 (the “Location”).
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance (“Variance”) pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about March 2, 2023, the Board denied the Licensee’s requested Variance for the Location.

7. On or about March 2, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0105 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute

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

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

9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about March 2, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0365

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

**IN THE MATTER OF:
CASE NO. A-2023-0135
Provisional Dispensary License No.: MMD.04117**

**Ohio Bound Inc.
914 Cleveland Avenue
Columbus, OH 43201**

**c/o Derek Davis, Registered Agent
901 Caniff Place
Columbus, OH 43221**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

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

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04117.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #XA953 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 914 Cleveland Avenue, Columbus, OH, 43221 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the

provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.

4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about March 20, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about March 20, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0135 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

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

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

8. If the Board has granted variances to Licensee consistent with paragraphs 4, 5, 6 and 7 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before September 10, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
9. All references in this Agreement are to the provisional dispensary license issued to Licensee for the Location.
10. Licensee agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about March 20, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.

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

R-2023-0366

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

**IN THE MATTER OF:
CASE NO. A-2023-0075
Provisional Dispensary License No.: MMD.04127**

**Twice the Wellness, LLC
27900 Chagrin Blvd. Suites 900A & 900B
Woodmere, OH 44122**

**c/o Hudson Bailey, Registered Agent
2722 West Crystal Street, Unit 1
Chicago, IL 60622**

**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 Twice the Wellness, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.

2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04127.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #JY587 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 27900 Chagrin Blvd, Suites 900A & 900B Woodmere, OH, 44122 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0075 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will

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

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

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

R-2023-0367

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

**IN THE MATTER OF:
CASE NO. A-2023-0080
Provisional Dispensary License No.: MMD.04086
Canoe Hill Ohio 2 LLC
3950 Edwards Road
Cincinnati, OH 45209**

**c/o Scott Delgado, Registered Agent
208 Canoe Hill Road
New Canaan, CT 06840**

**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 Canoe Hill Ohio 2, LLC ("Licensee") for the purpose of resolving all issues between the Board

and Licensee. Together, the Board and Licensee are referred to hereinafter as “the parties.”

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04086.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KA292 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 3950 Edward Road, Cincinnati, Ohio, 45209 (the “Location”).
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance (“Variance”) pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee’s requested Variance for the Location.

7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0080 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute

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

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

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

R-2023-0368

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

**IN THE MATTER OF:
CASE NO. A-2023-0079
Provisional Dispensary License No.: MMD.04077**

**Canoe Hill Ohio 3, LLC
3764 Montgomery Road
Norwood, OH 45212**

**c/o Scott Delgado, Registered Agent
208 Canoe Hill Road
New Canaan, CT 06840**

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 Canoe Hill Ohio 3, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04077.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #HF742 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 3764 Montgomery Road, Norwood, Ohio, 45212 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within

two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.

4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0079 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

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

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

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

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

R-2023-0369

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

**IN THE MATTER OF:
CASE NO. A-2023-0082
Provisional Dispensary License No.: MMD.04124**

**Canoe Hill Ohio LLC
10140 Suspension Bridge Road
Harrison, OH 45002**

**c/o Scott Delgado, Registered Agent
208 Canoe Hill Road
New Canaan, CT 06840**

**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 Canoe Hill Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.

2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04124.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #YW732 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 10140 Suspension Bridge Road, Harrison, Ohio, 45002 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0082 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final

inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before July 12, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

R-2023-0370

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

**IN THE MATTER OF:
CASE NO. A-2023-0104
Provisional Dispensary License No.: MMD.04076**

**Culture Retail Partners of Ohio, Inc
1568 E. Archwood Ave.
Akron, OH 44306**

**c/o Devon Julian
1 Corporate Park Suite 112
Irvine, CA 92606**

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 Culture Retail Partners of Ohio, Inc ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04076.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #FY228 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 1568 E. Archwood Ave., Akron, OH 44306 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code

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

6. On or about March 2, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about March 2, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0104 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

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

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

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

R-2023-0371

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

**IN THE MATTER OF:
CASE NO. A-2023-0076
Provisional Dispensary License No.: MMD.04085**

**Deaver Ohio, LLC
1312 SR-63
Monroe, OH 45050**

**c/o Craig Disston, Registered Agent
6545 Market Ave N. Suite 100
North Canton, Ohio 44721**

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

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

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04085.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #JX447 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 1312 SR-63, Monroe, Ohio, 45050 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0076 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

R-2023-0372

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

**IN THE MATTER OF:
CASE NO. A-2023-0083
Provisional Dispensary License No.: MMD.04115**

**Heritage Wellness Ohio, LLC
3942-3944 Edwards Road
Cincinnati, OH 45209**

**c/o Richard T. McGuire, Registered Agent
3383 Pacific Avenue
San Francisco, CA 94118**

**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 Heritage Wellness Ohio, LLC ("Licensee") for the purpose of resolving all issues between the Board

and Licensee. Together, the Board and Licensee are referred to hereinafter as “the parties.”

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04115.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #UX295 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 3942-3944 Edwards Road, Cincinnati, Oh, 45209 (the “Location”).
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance (“Variance”) pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee’s requested Variance for the Location.

7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0083 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute

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

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

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

R-2023-0373

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

**IN THE MATTER OF:
CASE NO. A-2023-0084
Provisional Dispensary License No.: MMD.04068**

**The Forest Cincinnati, LLC
4412-4414 Mt. Carmel Tabasco Road
Cincinnati, OH 45244**

**c/o Mac Amin, Registered Agent
210 One Deerfield Pl # 105
Mason, OH 45040**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

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

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04068.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #AJ345 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 4412-4414 Mt. Carmel Tabasco Road, Cincinnati, Ohio, 45244 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the

provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.

4. Licensee failed to commence operations at the location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0084 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

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

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

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

R-2023-0374

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

**IN THE MATTER OF:
CASE NO. A-2023-0107
Provisional Dispensary License No.: MMD.04073**

**Aron OH, LLC
4029 Smith Road
Cincinnati, OH 45212**

**c/o Charles Disston
10 Oak Lane
Brewster, MA 02631**

**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 Aron OH, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter

and to impose on a license holder a civil penalty in an amount to be determined by the Board.

2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04073.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #FJ996 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 4029 Smith Road, Cincinnati, OH 45212 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about March 2, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about March 2, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0107 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
6. If the Board has granted variances to Licensee consistent with paragraphs 4 and 5 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before July 11, 2023, the Licensee must pay to the Board a fifteen-thousand dollar (\$15,000) monetary fine on or before July 12, 2023. This fine will

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

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

13. The Notice of Opportunity for Hearing issued on or about March 2, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0375

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

**IN THE MATTER OF:
CASE NO. A-2023-0081
Provisional Dispensary License No.: MMD.04069**

**Ohio Patient Access, LLC
830 Reedy Street
Cincinnati, OH 45202**

**c/o Eric Kmetz, Registered Agent
7720 Campus Lane
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 Ohio Patient Access, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04069.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #AQ576 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 830 Reedy Street, Cincinnati, Ohio 45202 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code

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

6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0081 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

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

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

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

R-2023-0376

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

**IN THE MATTER OF:
CASE NO. A-2023-0070
Provisional Dispensary License No.: MMD.04098**

**Ohio Patient Access, LLC
6019 Milan Road
Sandusky, OH 44870**

**c/o Eric Kmetz, Registered Agent
7720 Campus Lane
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 Ohio Patient Access, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04098.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #NA667 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 6019 Milan Road, Sandusky, Ohio 44870 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0070 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

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

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

Licensee's provisional licensing period until August 11, 2023. If Licensee fails to pass a final inspection on or before July 11, 2023 and fails to pay the monetary penalty on or before June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

R-2023-0377

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

**IN THE MATTER OF:
CASE NO. A-2023-0106
Provisional Dispensary License No.: MMD.04093**

**Ohio Patient Access, LLC
1280 Recker Road
Piqua, OH 45356**

**c/o Eric Kmetz
7720 Campus Lane
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 Ohio Patient Access, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04093.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #KX746 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 1208 Recker Road, Piqua, OH 45356 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about March 2, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about March 2, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0106 (the "Notice").

8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing

period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

jurisdiction, if so required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

11. Licensee agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
12. Licensee is represented by counsel and counsel has reviewed this agreement.
13. The Notice of Opportunity for Hearing issued on or about March 2, 2023 shall be held in abeyance.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.
18. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2023-0378

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

**IN THE MATTER OF:
CASE NO. A-2023-0072
Provisional Dispensary License No.: MMD.04084**

**Parkland Ventures, LLC
2765 Gender Road
Columbus, OH 43068**

**c/o Herbert Washington, Registered Agent
4900 Market Street
Youngstown, OH 44512**

**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 Parkland Ventures, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04084.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #HW533 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 2765 Gender Road, Columbus, OH 43068 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).

5. Licensee did not submit a request to the Board for a time variance pursuant to Ohio Adm.Code 3796:6-4-10 for the location.
6. On or about February 13, 2023, in light of the failure to request and receive a variance, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0072 (the "Notice").
7. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

R-2023-0379

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

**IN THE MATTER OF:
CASE NO. A-2023-0077
Provisional Dispensary License No.: MMD.04113**

**Daily Releaf, LLC
4918 Airway Road
Riverside, OH 45431**

**c/o Bryan Zises, Registered Agent
5111N. Wolcott Avenue
Chicago, IL 60640**

**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 Daily Releaf, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04113.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #UQ539 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.

2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 4918 Airway Road, Riverside, OH, 45431 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0077 (the "Notice").
8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice

will be withdrawn and this agreement will not constitute disciplinary action.

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

June 12, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

R-2023-0380

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

**IN THE MATTER OF:
CASE NO. A-2023-0074
Provisional Dispensary License No.: MMD.04109**

**FRX Health of Cuyahoga Falls, LLC
1682 State Rd.
Cuyahoga Falls, OH 44223**

**c/o Marcos Velazquez, Registered Agent
1865 Dresden Ave.
East Liverpool, OH 43920**

**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 FRX Health of Cuyahoga Falls, LLC ("Licensee") for the purpose of resolving all issues between the Board and Licensee. Together, the Board and Licensee are referred to hereinafter as "the parties."

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

JURISDICTION

1. Pursuant to R.C. 3796.14(B)(1) (effective September 8, 2016), and the rules adopted under R.C. 3796.04, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to issue or renew a license or registration it issued under this chapter and to impose on a license holder a civil penalty in an amount to be determined by the Board.
2. On or about May 16, 2022, Licensee was granted Medical Marijuana Provisional Dispensary License MMD.04109.

FACTS

1. Between the dates of November 4, 2021, through November 18, 2021, Licensee submitted Application Reference #SJ578 in response to the *Ohio Medical Marijuana Control Program 2021 Request for Applications and Dispensary Application Instructions*.
2. The Board awarded a provisional dispensary license to Licensee on May 16, 2022 for its proposed location at 1682 State Rd., Cuyahoga Falls, OH 44223 (the "Location").
3. Pursuant to Ohio Adm.Code 3796:6-2-04(L), unless the provisional dispensary license holder has requested and received a variance in accordance with rule 3796:6-4-10 of the Administrative Code, the provisional dispensary licensee shall commence operations within two hundred and seventy days after the provisional dispensary licensee was issued a provisional dispensary license.
4. Licensee failed to commence operations at the Location within the requisite timeframe in Ohio Adm.Code 3796:6-2-04(L).
5. Prior to February 11, 2023, Licensee submitted a request to the Board for a time variance ("Variance") pursuant to Ohio Adm.Code 3796:6-4-10, wherein Licensee requested additional time in which to commence operations at the Location.
6. On or about February 13, 2023, the Board denied the Licensee's requested Variance for the Location.
7. On or about February 13, 2023, in light of the variance denial, the Board issued to Licensee a "Notice of Opportunity for Hearing Proposal to Take Disciplinary Action Against Medical Marijuana Provisional Dispensary License," Case Number A-2023-0074 (the "Notice").

8. Licensee timely requested a hearing in response to the Notice.

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

TERMS

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

1. The facts set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licensee admits that it has violated Ohio Admin. Code 3796:6-2-04(L) and Ohio Admin. Code 3796:6-4-03(A)(1).
3. The Board agrees to grant to Licensee a 90-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until May 13, 2023. If Licensee passes a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Board agrees that the Notice will be withdrawn and this agreement will not constitute disciplinary action.
4. If Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before May 13, 2023, the Licensee must pay to the Board a five-thousand dollar (\$5,000) monetary fine on or before May 14, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine, Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before May 14, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code 3796:6-2-04(L), extending the Licensee's provisional licensing period until June 12, 2023. If Licensee fails to pass a final inspection on or before May 13, 2023 and fails to pay the monetary penalty on or before May 14, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.
5. If the Board has granted a variance to Licensee consistent with paragraph 4 above and Licensee has not passed a final inspection under Ohio Adm.Code 3796:6-2-06 on or before June 12, 2023, the Licensee must pay to the Board a ten-thousand dollar (\$10,000) monetary fine on or before June 13, 2023. This fine will constitute discipline that will be attached to Licensee's license record. To pay this fine Licensee must login to www.elicense.ohio.gov and process the items in Licensee's cart. If the Board receives the monetary fine on or before June 13, 2023, the Board will automatically grant an additional 30-day time variance pursuant to Ohio Admin. Code

3796:6-2-04(L), extending the Licensee's provisional licensing period until July 11, 2023. If Licensee fails to pass a final inspection on or before June 12, 2023, and fails to pay the monetary penalty on or before June 13, 2023, the Board will assign this matter to a Hearing Examiner to hold a hearing under R.C. Chapter 119.

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

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

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

R-2023-0381

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

**IN THE MATTER OF:
CASE NO. A-2021-0083**

Marc's Pharmacy West Tuscarawas
License No. 02-0692500
c/o Andrea Bullock, RPh
5123 West Tuscarawas
Canton, OH 44708

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Marc's Pharmacy West Tuscarawas for the purpose of resolving all issues between the parties relating to the Board investigation of an unregistered technician working in the pharmacy. Together, the Board and Marc's Pharmacy West Tuscarawas 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. Marc's Pharmacy West Tuscarawas is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0692500.

FACTS

1. The Board initiated an investigation of Marc's Pharmacy West Tuscarawas, Terminal Distributor of Dangerous Drugs license number 02-0692500, related to an unregistered technician working in the pharmacy.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Marc's Pharmacy West Tuscarawas, 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 December 2, 2022, Marc's Pharmacy West Tuscarawas, through counsel Jonathan A. Good, timely requested an administrative hearing, which was subsequently scheduled for April 4, 2023.
WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

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

2. Marc's Pharmacy West Tuscarawas 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. Marc's Pharmacy West Tuscarawas agrees to pay to the Board a monetary penalty the amount of \$250.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this 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 Marc's Pharmacy West Tuscarawas's TDDD license, number 02-0692500.
5. Marc's Pharmacy West Tuscarawas 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. Marc's Pharmacy West Tuscarawas 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 Marc's Pharmacy West Tuscarawas 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 Marc's Pharmacy West Tuscarawas by the Board and will NOT discharge Marc's Pharmacy West Tuscarawas from any obligation under the terms of this Agreement.
7. Marc's Pharmacy West Tuscarawas agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Marc's Pharmacy West Tuscarawas 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 Marc's Pharmacy West Tuscarawas will operate.

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

R-2023-0382

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

**IN THE MATTER OF:
CASE NO. A-2021-0084**

Marc's Pharmacy Massillon
License No. 02-0763950
c/o Matthew Deffenbaugh, RPh
1413 Amherst Rd. NE
Massillon, OH 44646

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Marc's Pharmacy Massillon for the purpose of resolving all issues between the parties relating to the Board investigation of an unregistered technician working in the pharmacy. Together, the Board and Marc's Pharmacy Massillon 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. Marc's Pharmacy Massillon is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0763950.

FACTS

1. The Board initiated an investigation of Marc's Pharmacy Massillon, Terminal Distributor of Dangerous Drugs license number 02-0763950, related to an unregistered technician working in the pharmacy.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Marc's Pharmacy Massillon, 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 December 2, 2022, Marc's Pharmacy Massillon, through counsel Jonathan A. Good, timely requested an administrative hearing, which was subsequently scheduled for April 4, 2023. WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Marc's Pharmacy Massillon 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. Marc's Pharmacy Massillon agrees to pay to the Board a monetary penalty the amount of \$250.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this 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 Marc's Pharmacy Massillon's TDDD license, number 02-0763950.
5. Marc's Pharmacy Massillon 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. Marc's Pharmacy Massillon 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 Marc's Pharmacy Massillon 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 Marc's Pharmacy Massillon by the Board and will NOT discharge Marc's Pharmacy Massillon from any obligation under the terms of this Agreement.
7. Marc's Pharmacy Massillon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Marc's Pharmacy Massillon 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 Marc's Pharmacy Massillon will operate.
10. Marc's Pharmacy Massillon 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-2023-0383

Ms. Ferris moved that the March 6, 2023, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.

R-2023-0384

Ms. Ferris moved that the March 6-7, 2023, Board Meeting Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.

R-2023-0385

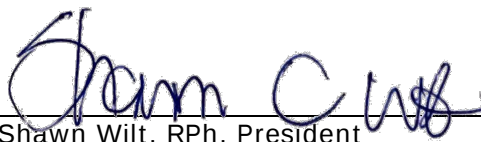
Ms. Ferris moved that the March 28, 2023, Emergency Meeting Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.

R-2023-0386

Ms. Buettner moved to adjourn the April 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.

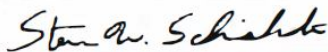
12:03 p.m.

The Board Meeting Adjourned.



Shawn Wilt, RPh, President

Date: 06.06.2023



Steven W. Schierholt, Executive Director

Date: 06.06.2023