

MINUTES OF THE DECEMBER 9, 2024
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, December 9, 2024

1:00 p.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:

Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh;

Absent: Mindy Ferris, RPh and Christine Pfaff, RPh.

Also present were Sharon Maerten-Moore, *Chief Legal Counsel*; and Jennifer Nelson, *Legal Administrative Assistant*.

1:01 p.m. Ms. Defiore-Hyrmer provided the OARRS Report.

1:04 p.m. Mr. Griffin provided the Compliance and Enforcement Report.

1:07 p.m. Ms. Maerten-Moore provided the Legal Report.

1:08 p.m. Ms. Southard provided the Licensing Report.

1:11 p.m. Ms. Wai presented Walgreen's Request for a Waiver of 3:1 Pharmacist:Trainee Supervision Ratio to the Board for consideration. The request was tabled for more information.

R-2025-0246 Ms. Buettner moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Buchta and a roll-call vote was conducted by Vice President Huston as follows: Buchta-yes; Buettner-yes; George-yes; Grimm-yes; Hubert-yes, and Miller-yes.

1:47 p.m. The Board returned to public session and Mr. Schierholt joined the meeting.

1:49 p.m. Mr. McNamee led a presentation on the Ohio Board of Pharmacy's Accessible Pharmacy Services search function.

1:54 p.m. Mr. McNamee led a presentation on the Ohio Board of Pharmacy's Reciprocity Review and Quiz.

2:01 p.m. Mr. McNamee provided the Legislative Report.

2:03 p.m. Mr. McNamee led a discussion on the appointment of D. Rich Miller III as chair of the Controlled Substance Advisory Committee.

R-2025-0247 Mr. George moved that the Board approve the appointment D. Rich Miller III as chair of the Controlled Substance Advisory Committee. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board.

1) Appointment to the Controlled Substance Advisory Committee

The Board hereby appoints D. Rich Miller III as chair of the Controlled Substance Advisory Committee.

2:04 p.m. Mr. McNamee presented rules 4729:9-3-01 - *Sale of Distribution of Ephedrine-Containing Products (NEW)*, 4729:11-1-01 | *Definitions - home medical equipment (AMEND)*, 4729:11-2-02 | *Designated representative (AMEND)*, 4729:11-2-03 | *Applications (AMEND)*, 4729:11-2-04 | *Recognized accrediting bodies (NO CHANGE)*, 4729:11-2-05 | *Change in description of a HME services provider or discontinuation of business (AMEND)*, 4729:11-3-01 | *Minimum standards for licensed home medical equipment services providers*, 4729:11-3-02 | *Record keeping (AMEND)*, 4729:11-3-03 | *Inspections and corrective actions*, 4729:11-3-04 | *Continuing education (NO CHANGE)*, 4729:11-3-05 | *Advertising and solicitation (AMEND)*, 4729:11-3-06 | *Minimum standards for registered home medical equipment services providers (NEW)*, 4729:11-4-01 | *Disciplinary Actions* for filing with CSI and JCARR and presented rescinding rules 4729:5-2-06 - *Zoning (NEW)*, 4729:8-3-02 - *Information required for submission*, 4729:8-3-02.1 - *Supplemental information required for submission* from CSI to consider additional feedback.

2:08 p.m. Ms. Pfaff rejoined the meeting.

R-2025-0248 Mr. Grimm moved that the Board approve rules 4729:9-3-01 - *Sale of Distribution of Ephedrine-Containing Products (NEW)*, 4729:11-1-01 | *Definitions - home medical equipment (AMEND)*, 4729:11-2-02 | *Designated representative (AMEND)*, 4729:11-2-03 | *Applications (AMEND)*, 4729:11-2-04 | *Recognized accrediting bodies (NO CHANGE)*, 4729:11-2-05 | *Change in description of a HME services provider or discontinuation of business (AMEND)*, 4729:11-3-01 | *Minimum standards for licensed home medical*

equipment services providers, 4729:11-3-02 | Record keeping (AMEND), 4729:11-3-03 | Inspections and corrective actions, 4729:11-3-04 | Continuing education (NO CHANGE), 4729:11-3-05 | Advertising and solicitation (AMEND), 4729:11-3-06 | Minimum standards for registered home medical equipment services providers (NEW), 4729:11-4-01 | Disciplinary Actions for filing with CSI and JCARR and presented rescinding rules 4729:5-2-06 - Zoning (NEW), 4729:8-3-02 - Information required for submission, 4729:8-3-02.1 - Supplemental information required for submission from CSI to consider additional feedback. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

2:19 p.m.

Mr. McNamee presented a proposal to Classify 2-Benzylbenzimidazole “Nitazene” Opioid Pharmacophores as Schedule I Controlled Substances to the Board for approval.

R-2025-0249

Ms. Pfaff moved to approve the classification of 2-Benzylbenzimidazole “Nitazene” Opioid Pharmacophores as Schedule I Controlled Substances and to file the rule with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

2:27 p.m.

Mr. Schierholt provided the Executive Director Report.

2:28 p.m.

Ms. Defiore-Hyrmer led a presentation of the Ohio Pharmacy Closure Assessment Dashboard.

R-2025-0250

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

3:49 p.m.

The Board Meeting concluded for the day.

Tuesday, December 10, 2024**9:05 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:

Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; and Christine Pfaff, RPh.

Absent: Mindy Ferris, RPh and Rich Miller, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; and Jennifer Nelson, *Legal Administrative Assistant*.

R-2025-0251

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician Lisa Rogers, Elyria, Ohio, Ms. Buettner moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Lisa Rogers, Elyria, Ohio (09-315931). The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

9:10 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 Paul Samenuk, Maumee, Ohio.

R-2025-0252

Mr. 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 Mr. Grimm and approved by the Board: Yes-6, No-0.

9:21 a.m.

Mr. Schierholt left the Board Meeting.

10:18 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0253

After votes were taken in public session, the Board adopted the following order in the Matter of Paul Samenuk, Maumee, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2024-0130

In The Matter Of:
Paul Samenuk
312 W. Wayne Street
Maumee, OH 43537
License no. 03-234031

INTRODUCTION

The Matter of Paul Samenuk came for hearing on December 10, 2024, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Anthony Buchta, Sr., RPh; Trina Buettner, RPH; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Christine Pfaff, RPh.

Mindy Ferris, RPh and Rich Miller, RPh; Absent

Paul Samenuk was represented by Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. Paul Samenuk

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Statement of Respondent
6. Statement of Sandra Wachowiak
7. Statement of David Chen
8. Statement of Holly Rae

Respondent's Exhibits:

- A. Resume of Paul David Samenuk, R.PH.
- B. Midwest Recovery Completion Letter (Sept. 19, 2024) – Sealed
- C. PRO Contract (May 5, 2024) – Sealed
- D. PRO Participant Summary Report – Sealed
- E. *Vault* Chart Export Report – Sealed
- F. Quest Diagnostics, Forensic Drug Testing Custody and Control Form – Sealed
- G. PRO Contract Compliance – Sealed
- H. Letters of Support

FINDINGS OF FACT

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

- 1. On or about April 10, 2024, Paul Samenuk was observed drinking from a can of Bud Light Premium Hard Seltzer while working in the pediatric pharmacy at ProMedica Toledo Hospital, located at 2142 N. Cove Blvd., Toledo, Ohio. Paul Samenuk submitted a breath sample for alcohol testing which resulted in a Blood Alcohol Content (BAC) level of .12.
- 2. On or about April 11, 2024, Paul Samenuk was interviewed by agents from the Board. He made the following statements:
 - a. Paul Samenuk stated he has been drinking six to ten alcoholic beverages, five out of seven days a week.
 - b. Paul Samenuk stated he recently started taking alcohol to work with him due to experiencing withdrawal symptoms.
 - c. Paul Samenuk stated he consumed one full can of Bud Light Premium Hard Seltzer in the hospital parking lot prior to his shift and took another one inside with him to consume on April 10, 2024.

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 April 6, 2023:

- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
2. Such conduct as set forth in the Findings of Fact, constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
 - d. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(n).

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 Paul Samenuk on April 15, 2024.

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. 03-234031, held by Paul Samenuk and such suspension is effective as of the date of the mailing of this Order.

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

Further, after twelve months from the effective date of the Summary Suspension, the Board will consider any petition filed by Paul Samenuk for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Paul Samenuk must maintain a current address with the Board throughout the duration of the suspension.
2. Paul Samenuk 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. Paul Samenuk 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 Paul Samenuk 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 Paul Samenuk 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. Paul Samenuk 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. Paul Samenuk 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 Paul Samenuk reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 4. Paul Samenuk 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 Paul Samenuk reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 5. Paul Samenuk 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 Paul Samenuk to possible additional sanctions, including and up to revocation of license.

6. Paul Samenuk must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Paul Samenuk 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. The Board will determine the appropriate terms of probation, as applicable, based on the evidence presented at the reinstatement hearing. If reinstatement is not accomplished within **three years** of the effective date of the Summary Suspension, Paul Samenuk 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. Paul Samenuk 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, Paul Samenuk must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Paul Samenuk 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 Paul Samenuk is not in compliance with all terms of suspension shall toll the length of time of suspension during which Paul Samenuk 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 Paul Samenuk's employment is related to the practice of pharmacy, Paul Samenuk must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Paul Samenuk holds a professional license or applies for a professional license, all persons who provide Paul Samenuk chemical dependency treatment monitoring, and law enforcement and court personnel if Paul Samenuk 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 Paul Samenuk's license.

Further, the Board hereby grants the Respondent's Motion to Seal Respondent's exhibits: B, C, D, E, F, and G.

Christine Pfaff moved for Findings of Fact; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

Christine Pfaff moved for Conclusions of Law; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

Christine Pfaff moved for Action of the Board; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

10:20 a.m.

Ms. Wai brought Walgreen's Request for a Waiver of 3:1 Pharmacist:Trainee Supervision Ratio back to the Board for consideration.

R-2025-0254

Mr. Buchta moved to approve the request of Walgreen's for a Waiver of 3:1 Pharmacist:Trainee Supervision Ratio to increase the ratio to 4:1 provided the Pharmacy Technician Trainees have completed at least fifty (50) percent of their pharmacy technician training program and that circumstances exceeding a ratio of 3:1 shall be limited to extenuating circumstances. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-6, No-0.

R-2025-0255

After votes were taken in public session, the Board adopted the following order in the Matter of Latrice Nicole Mosby, Cleveland Heights, Ohio.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT AND RECOMMENDATION OF HEARING EXAMINER

(Case No. A-2023-0275)

In the Matter of Latrice Nicole Mosby:

Latrice Nicole Mosby
3323 Dellwood Rd.
Cleveland Heights, OH 44118
Pharmacy Technician Trainee Applicant, No. APP-000700148

INTRODUCTION

Latrice Nicole Mosby (Respondent) submitted an application for registration as a pharmacy technician trainee (APP-00700148) on April 5, 2023. The Board issued a Proposal to Deny Application for Pharmacy Technician Trainee Registration on May 10, 2024, which was served on Respondent via electronic mail on August 2, 2024. Respondent timely requested a hearing, and the Matter of Latrice Nicole Mosby came for hearing before Hearing Examiner Margaret Brewer on September 12, 2024. Despite receiving notice, Respondent did not appear at the hearing. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's

Report and Recommendation was issued to Respondent via electronic mail on or about November 8, 2024. Respondent did not submit written objections to the Report and Recommendation. The matter subsequently came for consideration by the Board on December 10, 2024, before the following members: Jeff Huston, RPh, *Presiding*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Christine Pfaff, RPh.

Mindy Ferris, RPh, President, and Rich Miller, RPh, absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 9, the hearing transcript, and Hearing Examiner Brewer's Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms and approves the Hearing Examiner's report and recommendation in its entirety and **DENIES** issuance of the pharmacy technician trainee registration.

Respondent may not apply for any license or registration over which the Board has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twenty-four months from the date of this Order, as set forth in OAC 4729:3-1-01(U).

Respondent is prohibited from working or otherwise serving in any capacity that requires a license or registration under ORC Chapter 4729.

Mr. George moved to confirm and approve the Hearing Examiner's report and recommendation in its entirety. Mr. Grimm seconded the motion. Motion passed (Yes-6/No-0).

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

SO ORDERED.

R-2025-0256

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

IN THE MATTER OF:
Case No. A-2024-0010
Mary Laroche, RPh
License No. 03-221493
70239 Central Avenue
Barton, OH 43905

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Mary Laroche, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician prior to obtaining registration with the Board. Together, the Board and Mary Laroche are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Mary Laroche is a licensed pharmacist in the state of Ohio under license number 03-221493.
3. Mary Laroche is the Responsible Person of Riesbeck's Pharmacy, DBA Riesbeck's Pharmacy #17, located at 56130 National Road, Bridgeport, Ohio.

FACTS

1. The Board initiated an investigation of Mary Laroche, pharmacist license number 03-221493, and Riesbeck's Pharmacy #17, related to an employee of Riesbeck's Pharmacy #17 performing duties of a pharmacy technician prior to obtaining and/or maintaining appropriate registration with the Board.
2. On or about October 29, 2024, the Board sent a Notice of Opportunity for Hearing to Mary Laroche, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mary Laroche neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 29, 2024; 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. Mary Laroche agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Mary Laroche's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Mary Laroche's pharmacist license, number 03-221493.
5. Mary Laroche agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Mary Laroche understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Mary Laroche 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. Mary Laroche explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2025-0257

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

IN THE MATTER OF:
Case No. A-2024-0009
Riesbeck's Pharmacy #17
License No. 02-1592950
56130 National Road
Bridgeport, OH 43912

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Riesbeck's Pharmacy #17 for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician prior to obtaining appropriate registration with the Board. Together, the Board and Riesbeck's Pharmacy #17 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. Riesbeck's Pharmacy #17 has an active TDDD license with the Board under license number 02-1592950, which lists Mary Laroche, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Riesbeck's Pharmacy #17, TDDD license number 02-1592950, related to an employee performing duties of a pharmacy technician prior to obtaining appropriate registration with the Board.

2. On or about October 29, 2024, the Board sent a Notice of Opportunity for Hearing to Riesbeck's Pharmacy #17, 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. Riesbeck's Pharmacy #17 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 29, 2024, 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. Riesbeck's Pharmacy #17 agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Riesbeck's Pharmacy #17's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Riesbeck's Pharmacy #17's TDDD license, number 02-1592950.
5. Riesbeck's Pharmacy #17 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. Riesbeck's Pharmacy #17 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 Riesbeck's Pharmacy #17 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 Riesbeck's Pharmacy #17 by the Board and will NOT discharge Riesbeck's Pharmacy #17 from any obligation under the terms of this Agreement.
7. Riesbeck's Pharmacy #17 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Riesbeck's Pharmacy #17 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 Riesbeck's Pharmacy #17 will operate.
 10. Riesbeck's Pharmacy #17 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.

R-2025-0258

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

**IN THE MATTER OF:
Case No. A-2024-0127
I-2023-0809**

Pill Box, Inc.**License No. 02-0402850**

6 Amelia Olive Branch Rd.

Amelia, OH 45102

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 Pill Box, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales. Together, the Board and Pill Box, Inc., are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Pill Box, Inc., at the time the conduct occurred, was a licensed Terminal Distributor of Dangerous Drugs under license number 02-0402850.

FACTS

1. The Board initiated an investigation of Pill Box, Inc., Terminal Distributor of Dangerous Drugs license number 02-0402850, related to Pill Box, Inc.’s illegal sales of dangerous drugs, including controlled substances.
2. On or about November 5, 2024, the Board sent a Notice of Opportunity for Hearing to Pill Box, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

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

2. Pill Box, Inc., neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 5, 2024; 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. Pill Box, Inc., agrees to pay to the Board a monetary penalty the amount of \$4,250. 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 Pill Box, Inc.'s TDDD license, number 02-0402850.
5. Pill Box, Inc., agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Pill Box, Inc., agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Pill Box, Inc., of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Pill Box, Inc., by the Board and will NOT discharge Pill Box, Inc., from any obligation under the terms of this Agreement.
7. Pill Box, Inc., agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Pill Box, Inc., understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Pill Box, Inc., will operate.
10. Pill Box, Inc., explicitly waives its right to request 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.

R-2025-0259

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

IN THE MATTER OF:
CASE NO. A-2023-0352
Prosperity Arlington Rx dba.Preston's Pharmacy, Inc
License No. 02-42000449
5101 Langston Blvd,
Arlington, Virginia 22207

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Preston's Pharmacy, Inc. for the purpose of resolving all issues between the parties relating to sales of dangerous drugs into Ohio without an Ohio-issued license. Together, the Board and Preston's Pharmacy, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Preston's Pharmacy, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000449.

FACTS

1. The Board initiated an investigation of Preston's Pharmacy, Inc., Terminal Distributor of Dangerous Drugs license number 02-42000449, related to Preston's Pharmacy, Inc.'s illegal sales of dangerous drugs into Ohio while operating without a Board-issued license.
2. On or about November 7, 2024, the Board sent a Notice of Opportunity for Hearing to Preston's Pharmacy, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Preston's Pharmacy, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 7, 2024; 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. Preston's Pharmacy, Inc. agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this 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 Preston's Pharmacy, Inc.'s TDDD license, number 02-42000449.
5. Preston's Pharmacy, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Preston's Pharmacy, Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to,

Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the “Federal Food, Drug, and Cosmetic Act,” 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Preston’s Pharmacy, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Preston’s Pharmacy, Inc. by the Board and will NOT discharge Preston’s Pharmacy, Inc. from any obligation under the terms of this Agreement.

7. Preston’s Pharmacy, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Preston’s Pharmacy, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Preston’s Pharmacy, Inc. will operate.
 10. Preston’s Pharmacy, Inc. explicitly 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.
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R-2025-0260

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

IN THE MATTER OF:
CASE NO. A-2024-0267
Michelle Wilson-Pace
License No. 09-313716
12722 Benwood Ave.
Cleveland, OH 44105

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Michelle Wilson-Pace for the purpose of resolving all issues between the parties relating to the Board investigation of Michelle Wilson-Pace engaging in a verbal altercation with and threatening a pharmacy customer. Together, the Board and Michelle Wilson-Pace are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Michelle Wilson-Pace is a certified pharmacy technician in the state of Ohio under registration number 09-313716.

FACTS

1. The Board initiated an investigation of Michelle Wilson-Pace, certified pharmacy technician registration number 09-313716, related to Michelle Wilson-Pace engaging in a verbal altercation with and threatening a pharmacy customer.
2. On or about August 16, 2024, the Board sent a Notice of Opportunity for Hearing to Michelle Wilson-Pace which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about August 18, 2024, Michelle Wilson-Pace, timely requested an administrative hearing, which was subsequently scheduled for October 28, 2024.

Following an unopposed motion for continuance by and through counsel, Todd W. Newkirk, the administrative hearing was rescheduled for November 26, 2024.

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. Michelle Wilson-Pace neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 16, 2024; 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 Wilson-Pace agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Michelle Wilson-Pace must obtain three hours of approved continuing pharmacy education (0.3 CEUs) in professionalism/ethics, which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. The 0.3 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 Wilson-Pace's technician registration, number 09-313716.
6. Michelle Wilson-Pace 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 Wilson-Pace understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Michelle Wilson-Pace 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 she currently holds a professional license or registration, including the Board on renewal applications or applications for a new license.

9. Michelle Wilson-Pace 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.

R-2025-0261

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

IN THE MATTER OF:
CASE NO. A-2024-0353
American Life Pharmacy
PENDING License No. APP-000859155
c/o Amy Sandhu Khan, RPh
1812 Middlebelt Rd.
Garden City, MI 48135

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and American Life Pharmacy for the purpose of resolving all issues between the

parties relating to the Board investigation of illegal sales of dangerous drugs while operating without an Ohio Board-issued license. Together, the Board and American Life 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. On or about July 8, 2024, Amy Sandhu Khan, RPh, signed as the Responsible Person on an application for a TDDD License on behalf of American Life Pharmacy, located at 1812 Middlebelt Rd., Garden City, MI, APP-000859155.

FACTS

1. The Board initiated an investigation of American Life Pharmacy, related to American Life Pharmacy’s illegal sales of dangerous drugs while operating without an Ohio Board-issued license.
2. On or about October 4, 2024, the Board sent a Notice of Opportunity for Hearing to American Life Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. American Life Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 4, 2024; 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. American Life Pharmacy agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to your license record and must be paid no

later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the current Responsible Person.

4. American Life Pharmacy's Terminal Distributor of Dangerous Drugs license will be issued subject to satisfactory completion of all application and inspection requirements and payment of the fine.
5. American Life 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. American Life 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 American Life 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 American Life Pharmacy by the Board and will NOT discharge American Life Pharmacy from any obligation under the terms of this Agreement.
7. American Life 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. American Life 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 American Life Pharmacy will operate.
10. American Life Pharmacy waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2025-0262

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

IN THE MATTER OF:
CASE NO. A-2024-0125
Brian Tarcha, RPh
License No. 03-221514
5029 Fallen Leaf Trail
Brunswick, OH 44212

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 Brian Tarcha, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Brian Tarcha 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. Brian Tarcha is a licensed pharmacist in the state of Ohio under license number 03-221514.

FACTS

1. The Board initiated an investigation of Brian Tarcha, pharmacist license number 03-221514, related to an error in dispensing.
2. On or about May 28, 2020, the Board sent a Notice of Opportunity for Hearing to Brian Tarcha, 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. Brian Tarcha neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 28, 2024; 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. Brian Tarcha agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Brian Tarcha's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Brian Tarcha 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 Brian Tarcha's pharmacist license, number 03-221514.
6. Brian Tarcha agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Brian Tarcha understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Brian Tarcha 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Brian Tarcha explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0263

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

IN THE MATTER OF:
CASE NO. A-2022-0207
Paul Funk
License No. 03-440165
1556 Elizabeth Lane
Macedonia, OH 44056

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Paul Funk, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of falsification of vaccine information into the pharmacy system. Together, the Board and Paul Funk 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. Paul Funk is a licensed pharmacist in the state of Ohio under license number 03-440165.

FACTS

1. The Board initiated an investigation of Paul Funk, pharmacist license number 03-440165 related to falsification of vaccine information into the pharmacy system.

2. On or about March 21, 2024, the Board sent a Notice of Opportunity for Hearing to Paul Funk, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

3. On or about April 10, 2024, Paul Funk, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for December 9, 2024.

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. Paul Funk neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 21, 2024; 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. Paul Funk agrees to pay to the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Paul Funk's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Paul Funk must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. Two hours (0.2 CEUs) must be in the subject matter of Ethics. 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 Paul Funk's pharmacist license, number 03-440165.
6. Paul Funk agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Paul Funk understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Paul Funk 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Paul Funk explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0264

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

IN THE MATTER OF:
ASE NO. A-2022-0510
Limelight Laser and Medical Spa
PENDING License No. APP-000604669
c/o Scott Welden, MD
11877 Mason Montgomery Road
Cincinnati, Ohio 45249

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 Limelight Laser and Medical Spa for the purpose of resolving all issues between the parties relating to the Board investigation of owner/Responsible Person Dr. Welden's criminal conviction(s) and administrative discipline. Together, the Board and Limelight Laser and Medical Spa 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. On or about June 29, 2022, Scott Welden, MD, signed as the Responsible Person on an application for a TDDD License on behalf of Limelight Laser and Medical Spa, located at 11877 Mason Montgomery Road, Cincinnati, Ohio, APP-000604669.

FACTS

1. The Board initiated an investigation of Limelight Laser and Medical Spa's Terminal Distributor of Dangerous Drugs license application, and owner/Responsible Person, Scott Welden, MD, related to Dr. Welden's criminal conviction(s) and administrative discipline.

2. On or about June 14, 2023, the Board sent a Notice of Opportunity for Hearing to Limelight Laser and Medical Spa, 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 July 3, 2023, Limelight Laser and Medical Spa, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for January 8, 2024. The matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Limelight Laser and Medical Spa neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 14, 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. **LIMELIGHT LASER AND MEDICAL SPA VOLUNTARILY WITHDRAWS ITS APPLICATION FOR LICENSURE AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, APPLICATION NO. APP-000604669, WITH DISCIPLINE PENDING.**
4. **Limelight Laser and Medical Spa agrees to not reapply for a license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, unless the following terms are satisfied:**
 - a. **Dr. Scott Welden has successfully completed all terms and conditions of his probationary period with the State Medical Board of Ohio.**
 - b. **Dr. Scott Welden has not committed any new violations of rule or law and has not received any new discipline from the State Medical Board of Ohio or any other licensing board in which he holds a professional license.**
5. Limelight Laser and Medical Spa 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. Limelight Laser and Medical Spa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Limelight Laser and Medical Spa understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Limelight Laser and Medical Spa will operate.
 9. Limelight Laser and Medical Spa 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.
 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.
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R-2025-0265

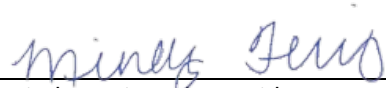
Mr. George moved that the November 12, 2024, Probation Committee Minutes and the November 12, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2025-0266

Mr. Buchta moved to adjourn the December 2024 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

10:42 a.m.

The Board Meeting Adjourned.



Mindy Ferris, RPh, President

Date: 12.10.2024



Steven W. Schierholt, Executive Director

Date: 12.10.2024