



MINUTES OF THE JUNE 2 - 4, 2025
MEETING OF THE OHIO BOARD OF PHARMACY

Monday, June 2, 2025

10:00 a.m.

The 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:

Mindy Ferris, RPh, *President*; 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: Christine Pfaff, RPh.

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

10:00 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 **Thomas Glazier, RPh, Vincent, Ohio**.

R-2025-0423

Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

10:16 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0424

After votes were taken in public session, the Board adopted the following order in the Matter of Thomas Glazier, RPh, Vincent, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2024-0152

In The Matter Of:

Thomas Glazier
5981 Veto Rd
Belpre, OH 45714
License no. 03-319913

INTRODUCTION

The Matter of Thomas Glazier came for hearing on June 2, 2025, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh.

Christine Pfaff, RPh; Absent.

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

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

1. None

Respondent's Witnesses:

1. Thomas Glazier

State's Exhibits:

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

Respondent's Exhibits:

- A. Current PRO contract, letter from PRO Exec. Director and UDS results
- B. Chemical dependency treatment documentation
- C. Court ILC Journal Entry
- D. 12 Step meeting attendance
- E. Résumé

- F. Continuing education documentation
- G. Letters of Support

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Thomas Glazier has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2024-0152] dated October 11, 2024.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-319913, held by Thomas Glazier to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Thomas Glazier 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. Thomas Glazier should also submit documentation to the Board 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 Thomas Glazier 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 or an alternative testing protocol (1 PETH, 1 hair/nail, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - 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 Thomas Glazier 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. Thomas Glazier must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
- 2. 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.
 - a. 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.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 3. Thomas Glazier 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 Thomas Glazier reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 4. Thomas Glazier shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Thomas Glazier reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 5. Thomas Glazier, if convicted of a felony relating to a controlled substance, may not be employed by a terminal distributor of dangerous drugs unless a waiver has been obtained by a licensee pursuant to 21 C.F.R. 1307.03.
- 6. Thomas Glazier's license shall remain on probation until such time as any criminal intervention in lieu of conviction has been successfully completed.
- 7. Thomas Glazier must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:

- a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Thomas Glazier's progress towards recovery and what Thomas Glazier has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
8. Thomas Glazier must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Thomas Glazier holds a professional license or applies for a professional license, and all persons who provide Thomas Glazier chemical dependency treatment or monitoring, during the effective period of this order or agreement.
9. Other terms of probation are as follows:
 - a. Thomas Glazier must meet at least annually with the Board's Probation Committee, the first meeting to be held **June 2026**. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Thomas Glazier's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
 - c. Thomas Glazier 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 probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - d. Thomas Glazier may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Thomas Glazier may not engage in a consult agreement, unless approved by the board.

- f. Thomas Glazier may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Thomas Glazier may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - h. Thomas Glazier must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Thomas Glazier must abide by the rules of the Ohio Board of Pharmacy.
 - j. Thomas Glazier must comply with the terms of this Order.
 - k. Thomas Glazier's license is deemed not in good standing until successful completion of the probationary period.
 - l. Thomas Glazier 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, Thomas Glazier must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 - 11. Thomas Glazier may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
 - 12. Thomas Glazier must immediately report any violation of the terms of this probation 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 Thomas Glazier to possible additional sanctions, including and up to revocation of license.
 - 13. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Thomas Glazier's license.
 - 14. Periods during which Thomas Glazier is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may

implement additional disciplinary action in addition to or instead of tolling probation.

At the conclusion of the probationary period, the Board will issue a letter indicating whether probation has been successfully completed. If the Board determines probation has not been successfully completed, it will issue a notice of opportunity for hearing to Thomas Glazier.

T.J. Grimm moved for Findings of Fact and the Decision of the Board; Trina Buettner seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2025-0425

Mr. Huston 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. George and a roll-call vote was conducted by *President* Ferris as follows: Buchta-yes; Buettner-yes; George-yes; Grimm-yes; Hubert-yes Huston-yes, and Miller-yes.

10:37 a.m.

The Board returned to public session

R-2025-0426

After votes were taken in public session, the Board adopted the following order in the Matter of Anne Mach, Chippewa Lake, Ohio.

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

Case Number A-2024-0369

In The Matter Of:

Anne Mach

226 Rustic Rook Road
Chippewa Lake, OH 44215
Registration No. 09-206954

INTRODUCTION

Anne Mach (Respondent) maintains a Registered Pharmacy Technician Registration (No. 09-206954) with the Ohio Board of Pharmacy (Board). The Board issued a Notice of Opportunity for Hearing on December 23, 2024. Respondent timely requested a hearing and the Matter of Anne Mach came for hearing before Hearing Examiner Robert Angell on April 10, 2025. Respondent was present at the hearing and appeared pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via email, confirmation of receipt requested, on or about May 14, 2025. The Board received confirmation of receipt via electronic delivery receipt. The matter subsequently came for consideration by the Board on June 2, 2025, before the following members: Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh. Christine Pfaff, RPh was 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: the State's Exhibits, the hearing transcript, and Hearing Examiner Angell's Report and Recommendation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves Findings of Fact 1 through 7, as set forth in Hearing Examiner Angell's Report and Recommendation, including the Findings of Fact regarding the Allegations in the Notice of Opportunity for Hearing issued on December 23, 2024.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law, A through E, inclusive, as set forth in Hearing Examiner Angell's Report and Recommendation, and the December 23, 2024 Notice of Opportunity for Hearing, as the Board's Conclusions of Law.

DECISION OF THE BOARD

Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts the recommendation of Hearing Examiner Angell with modification and imposes a written reprimand.

Further, the Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$50.00. This fine will be attached Anne Mach's license record and must be paid no later

than 180 days from the effective date of this Order. To pay this fine, Ms. Mach must log in to www.elicense.ohio.gov and process the items in the cart.

Rich Miller moved for Findings of Fact; Jeff Huston seconded the motion. Motion passed (Aye-7/Nay-0).

Rich Miller moved for Conclusions of Law; Jeff Huston seconded the motion. Motion passed (Aye-7/Nay-0).

Rich Miller moved for Action of the Board; Jeff Huston seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

- 10:38 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 Rejuv and Wellness Spa, Mainville, Ohio.
- 12:12 p.m.** The Board recessed for a brief break.
- 1:07 p.m.** The Board returned to public session.
- 3:38 p.m.** The Board announced that the meeting will conclude for the day and the hearing for Rejuv and Wellness Spa, Mainville, Ohio will continue on Tuesday, June 3, 2025, at 9:00 a.m.

Tuesday, June 3, 2025

9:01 a.m. The 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:

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

Absent: Anthony Buchta, Sr., RPh and Christine Pfaff, RPh.

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

9:01 a.m. The Board was joined by Assistant Attorney General Henry Appel for the continuation of the adjudication hearing for Rejuv and Wellness Spa, Mainville, Ohio in accordance with the Ohio Revised Code Chapters 119. and 4729

12:20 p.m. The Board took a brief recess.

1:02 p.m. The Board returned to public session

1:30 p.m. The hearing for Rejuv and Wellness Spa, Mainville, Ohio concluded, and Ms. Ferris announced that the Board would deliberate and announce the decision for Rejuv and Wellness Spa, Mainville, Ohio after the conclusion of Board business.

1:31 p.m. Ms. Hyrmer-Defiore provided the OARRS Report.

1:35 p.m. Mr. Griffin provided the Compliance and Enforcement Report.

1:39 p.m. Ms. Maerten-Moore provided the Legal Report.

1:40 p.m. Ms. Southard provided the Licensing Report.

1:42 p.m. Ms. Southard presented the Intern/Pharmacist Ratio Request from Health Partners Free Clinic to the Board for consideration.

R-2025-0426 Mr. Grimm moved that the Board grant the request of the Health Partners Free Clinic and approve a ratio of 1:4. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

1:46 p.m. Ms. Southard presented a resolution titled Responsible Person Requirements for Licensure.

R-2025-0427

Mr. Huston moved that the Board approve the Resolution. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

1) Responsible Person Requirements for Licensure

The Board hereby makes the following additions to the Responsible Person Requirements for Licensure resolution last amended on April 9, 2024 (R-2024-0418) and publicly posted at www.pharmacy.ohio.gov/rp:

- **To the Terminal – Pharmacy – Non-Limited license type:**

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide/OAC Code Section
HOC	Hospital Outpatient Community Access	RPH		Outpatient Pharmacy (OAC 4729:5-5)
HOL	Hospital Outpatient Limited Access	RPH		Outpatient Pharmacy (OAC 4729:5-5)

1:48 p.m.

Mr. McNamee provided the Legislative Report.

1:49 p.m.

Mr. McNamee presented a resolution titled Pharmacy Technician Positions on the 2025 Rules Review Committee and a resolution titled Waiver of Expiration Dates on Intracompany Transfer Records.

R-2025-0428

Mr. Miller moved that the Board approve the Resolution titled Pharmacy Technician Positions on the 2025 Rules Review Committee. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

1) Pharmacy Technician Positions on the 2025 Rules Review Committee*

The Board hereby authorizes the addition of two registered or certified pharmacy technicians to the 2025 Rules Review Committee.

R-2025-0429

Mr. Miller moved that the Board approve the Resolution titled Waiver of Expiration Dates on Intracompany Transfer Records. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

2) Waiver of Expiration Dates on Intracompany Transfer Records*

The Board hereby waives the requirement to include the expiration of a drug on all records of sale or transfer conducted in accordance with OAC 4729:5-3-09. This resolution shall remain in effect until such corresponding rule changes have been adopted.

1:51 p.m.

Mr. McNamee and Ms. Blankenship presented rules 4729:5-18-01 – *Definitions – remote dispensing pharmacies*, 4729:5-18-02 – *Licensure of remote dispensing pharmacies*, 4729:5-18-03 – *Demonstration of need*, 4729:5-18-04 – *Operation of a remote dispensing pharmacy*, 4729:5-18-05 – *Personnel requirements*, 4729:5-18-06 – *Technology requirements for a telepharmacy system*, and 4729:5-18-07 – *Security requirements for a remote dispensing pharmacy* to the Board for approval.

R-2025-0430

Mr. Huston moved that the Board approve rules 4729:5-18-01 – *Definitions – remote dispensing pharmacies*, 4729:5-18-02 – *Licensure of remote dispensing pharmacies*, 4729:5-18-03 – *Demonstration of need*, 4729:5-18-04 – *Operation of a remote dispensing pharmacy*, 4729:5-18-05 – *Personnel requirements*, 4729:5-18-06 – *Technology requirements for a telepharmacy system*, and 4729:5-18-07 – *Security requirements for a remote dispensing pharmacy* for filing with CSI. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

2:26 p.m.

Mr. McNamee presented rules 4729:5-11-02 | *Criminal records checks for pain management clinics (AMEND)*, 4729:5-11-03 | *Security, control, and storage of dangerous drugs (AMEND)*, 4729:5-11-04 | *Record keeping (AMEND)*, 4729:5-13-01 | *First aid departments - definitions (AMEND)*, 4729:5-13-02 | *Licensure and drug list (NO CHANGE)*, 4729:5-13-03 | *Security, control, and storage of dangerous drugs*, 4729:5-13-04 | *Record keeping*, 4729:5-16-01 | *Laboratories - definitions (AMEND)*, 4729:5-16-02 | *Security, control, and storage of dangerous drugs (AMEND)*, 4729:5-16-03 | *Record keeping (AMEND)*, 4729:5-19-01 | *Clinics and Prescriber Offices - Definitions (AMEND)*, 4729:5-19-02 | *Personally furnishing dangerous drugs (AMEND)*, 4729:5-19-03 | *Security, control, and storage of dangerous drugs (AMEND)*, 4729:5-19-04 | *Record Keeping (AMEND)*, 4729:5-20-01 | *Veterinary Clinics - Definitions (AMEND)*, 4729:5-20-02 | *Personally furnishing dangerous drugs (AMEND)*, 4729:5-20-03 | *Security and control of dangerous drugs (AMEND)*, 4729:5-20-04 | *Record keeping (AMEND)*, 4729:5-21-01 | *Opioid Treatment Programs - Definitions (AMEND)*, 4729:5-21-02 | *Personally furnishing dangerous drugs*

from an opioid treatment program (AMEND), 4729:5-21-03 | Security and control of dangerous drugs (AMEND), 4729:5-21-04 | Record Keeping (AMEND), 4729:5-21-05 | Mobile opioid treatment programs (AMEND), 4729:5-22-01 | Non-Limited Facilities - Definitions (AMEND), 4729:5-22-02 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-22-03 | Record keeping (AMEND), 4729:5-23-01 | Limited Facilities - Definitions (AMEND), 4729:5-23-02 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-23-03 | Record keeping (AMEND) to the Board for approval.

R-2025-0431

Mr. Huston moved that the Board approve rules 4729:5-11-02 | *Criminal records checks for pain management clinics (AMEND), 4729:5-11-03 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-11-04 | Record keeping (AMEND), 4729:5-13-01 | First aid departments - definitions (AMEND), 4729:5-13-02 | Licensure and drug list (NO CHANGE), 4729:5-13-03 | Security, control, and storage of dangerous drugs, 4729:5-13-04 | Record keeping, 4729:5-16-01 | Laboratories - definitions (AMEND), 4729:5-16-02 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-16-03 | Record keeping (AMEND), 4729:5-19-01 | Clinics and Prescriber Offices - Definitions (AMEND), 4729:5-19-02 | Personally furnishing dangerous drugs (AMEND), 4729:5-19-03 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-19-04 | Record Keeping (AMEND), 4729:5-20-01 | Veterinary Clinics - Definitions (AMEND), 4729:5-20-02 | Personally furnishing dangerous drugs (AMEND), 4729:5-20-03 | Security and control of dangerous drugs (AMEND), 4729:5-20-04 | Record keeping (AMEND), 4729:5-21-01 | Opioid Treatment Programs - Definitions (AMEND), 4729:5-21-02 | Personally furnishing dangerous drugs from an opioid treatment program (AMEND), 4729:5-21-03 | Security and control of dangerous drugs (AMEND), 4729:5-21-04 | Record Keeping (AMEND), 4729:5-21-05 | Mobile opioid treatment programs (AMEND), 4729:5-22-01 | Non-Limited Facilities - Definitions (AMEND), 4729:5-22-02 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-22-03 | Record keeping (AMEND), 4729:5-23-01 | Limited Facilities - Definitions (AMEND), 4729:5-23-02 | Security, control, and storage of dangerous drugs (AMEND), 4729:5-23-03 | Record keeping (AMEND) for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.*

R-2025-0432

Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

4:37 p.m.

The deliberation ended and the hearing opened to the public.

R-2025-0433

After votes were taken in public session, the Board adopted the following order in the Matter of Rejuv and Wellness Spa, Mainville, Ohio

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2025-0082

In The Matter Of:

Rejuv and Renew Wellness Spa DBA R&R Wellness
f.k.a. Rejuvenation and Relaxation Wellness Spa
DBA Rejuv & Renew Wellness Spa
c/o Patricia Cantrell and Lindsey Midkiff
2906 W US Highway 22 And 3 Unit 2
Mainville, Ohio 45039

License No. 02-62001568

INTRODUCTION

The Matter of Rejuv and Renew Wellness Spa DBA R&R Wellness f.k.a. Rejuvenation and Relaxation Wellness Spa DBA Rejuv & Renew Wellness Spa (R&R Wellness) came for hearing on June 2, 2025 and June 3, 2025, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, Vice President; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh.

Christine Pfaff, RPh; Absent. Anthony Buchta, Sr., RPh; Absent on June 3, 2025.

R&R Wellness was represented by Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. Patricia Cantrell, MSN-Ed, RN-BC
2. Nicole Walker, PA
3. Sarah Nash – Board Specialist
4. Drew Bouza – Board Agent

Respondent's Witnesses:

1. Patricia Cantrell, MSN-Ed, RN-BC
2. Lindsey Midkiff, LMT
3. Sheilah Rauh, RN, CNP

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Inspection Report 3/14/2025
5. Response to Inspection Report 3/14/2025 (part 1)
6. Response to Inspection Report 3/14/2025 (part 2)
7. Inspection Report 3/20/2025
8. Inspection Report 4/22/2025
9. Response to Inspection Report 4/22/2025
10. Botox Packing List
11. E-mail 3/17/2025 from Abbvie
12. Photos
13. Inspection Report from Choosi Spa 3/25/2025
14. Statement of S.G.*
15. Botox Administration Spreadsheet*
16. Facebook Post
17. Facebook "Friend" List
18. Botox Package Insert

*Filed under Seal

Respondent's Exhibits**:

- A. Resume of Patricia Cantrell
- B. Resume of Lindsey Midkiff
- C. Text messages with Dr. Hall (March 22, 2025)
- D. Destruction Logs
- E. Letter of Support, Diana M. Young
- F. Letter of Support, Lisa Knabb
- G. Letter of Support, Rebecca Y. Madariaga

**Respondent's Exhibits A-E were admitted into evidence on June 22, 2025; however, these exhibits were not testified to by any of the witnesses. On June 23, 2025,

Respondent withdrew Exhibits A-E and entered new Exhibits A-G. Exhibits A-G are listed above.

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 portions of Patricia Cantrell's testimony on June 2, 2025 and June 3, 2025, not to be credible.

Ms. Cantrell repeatedly stated she wants to comply with the rules and set an example for how a good medical spa should operate; however, her actions and testimony did not align with these statements. She repeatedly blamed R&R Wellness' Responsible Person(s)- whom she hired - for not providing the medical spa with proper information, and justified her actions by claiming other medical spas in Ohio were committing the same practice violations. The egregiousness of the violations and the continued willingness to blame others casts doubt that Ohio and Federal rules and laws that are in place to ensure patient safety will be routinely complied with.

Despite claiming she attempted to follow all laws and rules of the Board, Ms. Cantrell admitted she spent minimal time navigating the Board's website as it contained "too much legal jargon" and admitted she did not review the inspection guides on the Board's website. Ms. Cantrell represents herself as a "master prepared registered nurse" (Respondent's Exhibit A) who teaches others how to administer neurotoxins yet admitted she did not understand the basic principles of the law that she was required to follow. During the hearing and/or during conversations with Board inspectors, Ms. Cantrell admitted to the following:

- She purchased 20 vials of Botox from a dentist in the Bay area of California; however, was not willing to share his name nor his specific location, upon request by the Board inspector. Ms. Cantrell admitted not knowing where the dentist had obtained the purchased product.
- She did not look at the vials- which were in Turkish- close enough to notice they were in a foreign language, from the months of September through March. She "threw out" the package inserts without reading them.
- She testified that she paid \$300 to \$350 per vial of Botox; however, Botox normally costs around \$678 per vial. She stated similar prices to a Board inspector during an inspection. This cost saving was suspicious and should have put Ms. Cantrell on notice.

The Board further finds that Ms. Cantrell's testimony at hearing that she "found" the Liporase in a box of bands that she purchased from a closed medical spa is inconsistent with her original responses to the Board, during and following the March 14, 2025 inspection, that she purchased the Liporase from a closed medical spa, not that she had found it in a box.

Of particular concern to the Board was the testimony from a physician assistant, Nicole Walker, that she put Ms. Cantrell on notice over one month prior to the Board's first

inspection, that the Botox she observed at R&R Wellness looked different than Botox she had used (in her practice as a physician assistant). She went as far as to tell Ms. Cantrell this and verbalized her concerns that something was not right. Instead of looking into this concern, Ms. Cantrell blatantly ignored the warning and continued to administer counterfeit drugs to her patients.

The Board further finds the following to be fact:

1. On or about March 14, 2025, a Board Agent and a Board Specialist (Board inspectors) conducted an inspection at R&R Wellness (fka Rejuvenation and Relaxation Wellness Spa DBA Rejuv & Renew Wellness Spa), located at 2906 W US Highway 22 And 3, Unit 2, Mainville, Ohio. Upon arrival, Board inspectors met with Patty Cantrell, Registered Nurse (RN), license no. RN.397952. RN Cantrell stated she is a co-owner of R&R Wellness, along with her business partner Lindsey Midkiff.
2. The inspection revealed R&R Wellness was in possession of the following dangerous drugs which were suspected to be counterfeit:
 - a. A partial vial of Botox. The vial was opened and had been used.
 - i. The vial did not have a National Drug Code (NDC), nor did it have the manufacturer's hologram on the front.
 - b. Seven vials of Liporase (Hyaluronidase).
 - i. Each vial had characters of an unknown language on the label.
3. During the inspection, Patty Cantrell, RN stated the following to the Board inspectors when asked about the suspected counterfeit drugs:
 - a. RN Cantrell explained she purchased the Botox from a dentist in the Bay area of California who was part of a buying group called "CARE."
 - i. RN Cantrell was not willing to share the name of the dentist or the specific location from which she ordered/he shipped from. She said she knew him from high school and considered him a friend.
 - b. RN Cantrell explained she purchased the Liporase (lip filler dissolver) from a salon in Dayton, Ohio that had abruptly closed sometime in the Fall of 2024 or January 2025.
 - i. She described the purchases as "cash purchases."
 - ii. She ordered these drugs off of Facebook.

- iii. She did not have invoices or documentation of the purchases.
 - c. She asked that “if” the Xeomin was found to be real, could she get the money back. She stated the product taken was worth \$1,000.00 and she did not want to lose the money. She was able to produce invoices for the Xeomin.
 - d. R&R Wellness has a second location in Franklin, Ohio which was not licensed by the Board.
 - i. RN Cantrell stated she and other nurses employed by the clinic injected Botox at R&R Wellness and the business’ second location in Franklin, Ohio.
 - ii. RN Cantrell stated the Franklin location stores Botox and derma fillers (Botox is a dangerous drug and requires a TDDD license to order/possess).
 - iii. Note: as of the date of issuance of this Summary Suspension, “Rejuv and Renew Wellness Spa – Franklin” has a website advertising the following services, all of which require a Board-issued TDDD license:
 - 1. Botox Allergan, Semaglutide, Trizepatide, Xeomin, injection shots (Lipolean, B12, Vitamin C, Vitamin D), Hylaronidase (filler dissolver), etc.
4. The inspection of R&R Wellness conducted by Board inspectors on March 14, 2025, resulted in 8 warnings requiring a written response and multiple warnings, including:
- a. The TDDD license does not have a Responsible Person.
 - i. Dr. Adetoro was the Responsible Person listed on the TDDD license; however, RN Cantrell stated Dr. Adetoro had not been the Responsible Person since October 2024.
 - ii. Dr. Tiffany Hall assumed the role of Responsible Person in October 2024 but vacated the position on March 11, 2025.
 - iii. Dr. Rebecca Jones became the Responsible Person on March 11, 2025; the application was submitted to the Board on March 17, 2025.
 - b. The TDDD failed to submit a Change of Responsible Person form for Dr. Hall and failed to complete an inventory of controlled substances on the effective date of the new Responsible Person.
 - c. The Responsible Person was not physically present at the medical spa for a sufficient amount of time.

- i. RN Cantrell reported Dr. Adetoro was never physically on-site and Dr. Jones had yet to visit the location.
- d. The TDDD failed to verify licensure prior to purchasing dangerous drugs at wholesale.
 - i. There were no records indicating licensure of drug distributors were queried prior to purchase.
 - ii. RN Cantrell stated the following were drug distributors R&R Wellness purchased drugs from: Allergan, Abbvie, Olympia, Revance, Merz, SKNV and “the CARE Group.”
- e. The facility stored expired and adulterated drugs on site.
 - i. Board inspectors observed multiple expired products comingled with the active drug stock. The drugs were not segregated as required.
 - 1. Expiration dates included: September 2023, July 2024, May 2024, February 2024 and November 2023.
- f. Drugs were stored longer than one year from the date of adulteration or expiration.
 - i. Drugs from 2023 and February 2024 were observed.
- g. The TDDD accepted occasional drug transfers from entities that are not permitted to conduct occasional sales or transfers. These “medical spas” are not licensed drug distributors in Ohio.
 - i. R&R Wellness purchased Olympia products from a med spa located in Indiana.
 - ii. RN Cantrell stated R&R Wellness purchased “Liporase” from a med spa in Ohio that ceased their dangerous drugs services.
- h. The refrigerators where drugs are stored does not comply with the Ohio Administrative Code.
 - i. Board inspectors observed temperature logs for January 2025 to present. Several dates did not have the temperature documented.
 - ii. The weight loss drugs were stored in a refrigerator containing food and beverages.

- i. Multi-dose vials are not properly labeled with a beyond-use-date (BUD) or date of puncture.
 - i. Board inspectors observed 13 multi-dose vials that had been opened but did not include a date of puncture or BUD. These vials must be destroyed.
- j. Records of drug receipt did not contain required information.
 - i. Records from the drug distributors did not contain the date of receipt.
- k. R&R Wellness did not have records of drug receipt for dangerous drugs for the following drugs, as described by RN Cantrell:
 - i. Ketorolac, a dangerous drug, purchased from “STAT DDS,” not a drug wholesaler (or entity) licensed with the Board.
 - ii. Dangerous drugs purchased from “She’s So Pretty,” which RN Cantrell stated discontinued services for dangerous drugs and sold to R&R Wellness. “She’s So Pretty” is not a drug wholesaler (or entity) licensed with the Board and was not able to be found upon investigation by Board inspectors.
 - iii. Botox, a dangerous drug, purchased from “a dentist associated with ‘CARE Group’ in the Bay Area in California.”
- l. All records are not readily retrievable and kept on-site for at least three years.
 - i. RN Cantrell stated temperature logs are maintained at her personal residence.
- m. Compounding of non-hazardous drugs is performed and administered without prescriber oversight.
 - i. R&R Wellness compounds and administers IV hydration, including Olympia products Reboot and B-Lean. Both products are compounded by an RN, but the compounding/administration is not overseen by a prescriber.
- n. The required documentation of non-hazardous compounding (by a prescriber) was not observed; the Responsible Person was not overseeing the requirements.
- o. A Registered Nurse compounds and administers the compounded preparations, but there is no final or visual check of the drugs by a prescriber prior to the drug being administered.

- p. The compounding of immediate-use, sterile non-hazardous drugs involved the transfer of more than three commercially available manufactured packages.
 - i. The Olympia kits stored by the R&R Wellness involve the addition of three or more vial contents into one IV bag. This exceeds Ohio rule.
- 5. On or about March 17, 2025, the Board received confirmation from Abbvie, the drug distributor of the Botox seized during the inspection, that the Botox is counterfeit.
 - a. Note: In addition to confirming the Botox was counterfeit, the drug distributor provided records confirming R&R Wellness made one purchase of Botox manufactured by Allergan and sold by Abbvie on January 31, 2024. No other purchases of Botox have been made under R&R Wellness' TDDD number.
- 6. On or about March 17, 2025, the Board confirmed that the seven vials of Liporase are not FDA-approved and are, therefore, adulterated and illegal to distribute into/within the United States.
- 7. On or about March 20, 2025, a Board Specialist spoke with Nicole Walker, Physician Assistant (PA). PA Walker stated the following about a February 8, 2025 meeting with RN Cantrell:
 - a. On or about February 8, 2025, Nicole Walker, PA, who is employed by another medical spa looking for additional space for its services, visited R&R Wellness. PA Walker was given a tour of R&R Wellness by Patty Cantrell. During the tour, RN Cantrell showed PA Walker the contents of the medication storage cabinet and refrigerator where medication is stored.
 - b. PA Walker saw approximately 8-10 boxes of Botox in the medication refrigerator, as well as a partial vial of Botox that was in use.
 - c. PA Walker was in a room with RN Cantrell where a patient was being treated, so she only had a brief glance at the drug stock, but during that time she noted the Botox vial looked "weird." A patient was present, so she quietly asked RN Cantrell where the product came from.
 - d. PA Walker stated that once she expressed her concern to RN Cantrell regarding the appearance of the vial, RN Cantrell asked how or why PA Walker was concerned.
 - e. PA Walker told RN Cantrell that, in her experience, Botox vials look different (than the vial(s) she saw at R&R Wellness).
 - f. PA Walker asked RN Cantrell who R&R Wellness' Allergan drug representative was. RN Cantrell stated they didn't have one.

- g. Note: when PA Walker was speaking to the Board Specialist, she stated that the Botox vial did not look like vials she was used to seeing.
- 8. During the March 20, 2025 conversation with the Board Specialist, PA Walker stated the following about Botox she observed at Choosi Aesthetics, a Board licensed medical spa:
 - a. On March 10, 2025, staff at Choosi Aesthetics realized Botox had not been ordered and the clinic did not have enough Botox to treat the patients for the day. Choosi staff asked to borrow two vials of Botox from R&R Wellness and let R&R Wellness know they would replace the Botox vials on March 11, 2025.
 - b. A staff member from Choosi Aesthetics picked up the two vials of Botox from R&R Wellness and brought them back to Choosi Aesthetics.
 - c. PA Walker was present at Choosi Aesthetics that day. She observed the two vials of Botox at Choosi Aesthetics and believed they were not real Botox.
 - d. One of the vials of Botox had writing on the label which was later determined to be Turkish, and the other label was in English.
 - e. PA Walker reached out to Allergan (the manufacturer of the Botox) and asked Allergan to confirm whether the vials were real.
 - f. Within approximately 30 minutes Allergan confirmed the Botox vials were counterfeit.
 - g. The Responsible Person and Medical Director of Choosi Aesthetics, Dr. Tiffany Hall, was notified of the counterfeit Botox vials from R&R Wellness. (Note: Dr. Hall, also the Acting Responsible Person of R&R Wellness, resigned from her position at R&R Wellness later that day).
- 9. On or about March 20, 2025, Board inspectors conducted a follow-up inspection at R&R Wellness to evaluate drug stock that was supposed to be transferred from the unlicensed location in Franklin, Ohio to R&R Wellness (Maineville). Board inspectors spoke with RN Cantrell, during the inspection. The following was discovered:
 - a. A Board inspector observed a counterfeit vial of unopened Botox. RN Cantrell stated she brought the vial from the Franklin location, as she was instructed to do on March 14, 2025.
 - b. RN Cantrell estimated she began ordering Botox from the California dentist's buying group in approximately September or October 2024.

- c. When she began purchasing from California, she ceased purchasing from Allergan (the legitimate Botox).
 - d. She repeatedly stated she had no knowledge the drugs were counterfeit.
 - e. RN Cantrell stated the dentist's name and explained he was part of a buying group called "CARE." The group buys in bulk to decrease cost per vial.
 - f. She stated Botox normally costs \$600-700 per vial if purchased through Allergan, but through the dentist, she paid \$275-350 per vial.
 - g. RN Cantrell said now that she knows the drugs are counterfeit, the significant cost savings is suspicious.
 - h. She paid for the counterfeit Botox through Venmo.
 - i. She estimated 20 vials were purchased from the dentist.
 - j. She destroyed the counterfeit Botox once notified by Dr. Hall, the former Responsible Person, it was counterfeit.
 - k. She estimated she destroyed approximately 12 vials at her house; her husband who is not a licensed healthcare professional, witnessed the destruction.
10. On March 20, 2025, the two counterfeit vials of Botox, one label written in Turkish and one label written in English, were seized from Choosi Aesthetics. These were the vials transferred to Choosi Aesthetics from R&R Wellness on or about March 10, 2025.

CONCLUSIONS OF LAW

The practice violations discovered by Board inspectors during the March 14, 2025 inspection and the repeated denial of knowledge or awareness of the rules and laws that medical spas must follow are alarming. The medical spa operated on a daily basis without guidance or oversight from a Responsible Person or an understanding of the basic TDDD rules, despite ownership by a licensed medical professional. R&R Wellness failed to follow rules for ordering, receiving, storing, processing, filling, compounding, verifying, and dispensing dangerous drugs. The compounding and administration of IV hydration using dangerous drugs was facilitated without any prescriber oversight. The inspection and testimony revealed there were no records of prescriber orders in nearly all administrations and when an order did exist, it was a pre-printed order that was copied (instead of wet ink). Records of purchasing, compounding, and administration of dangerous drugs were either non-existent or incomplete, which is particularly concerning given the fact counterfeit and non-FDA approved drugs were being injected. These daily practice violations- taken collectively or individually-

demonstrate either a reckless disregard for the rules and laws or a willingness to ignore them until confronted by the Board.

Ms. Cantrell's purchase and possession of counterfeit drugs, both from an unlicensed person in California and from an unlicensed medical spa found on Facebook was egregious and reckless, and each injection of these drugs put patients' safety at risk.

1. Such conduct as set forth in the Findings of Fact, each constitutes a violation of section 3715.52 of the ORC, prohibited acts, each, a misdemeanor of the fourth degree. The following acts and causing them are prohibited:
 - a. The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated¹ or misbranded,² ORC Section 3715.52(A)(1); and
 - b. The adulteration or misbranding of any food, drug, device, or cosmetic, ORC Section 3715.52(A)(2); and

¹ ORC Section 3715.63 states: A drug or device is adulterated within the meaning of sections 3715.01 and 3715.52 to 3715.72 of the Revised Code, if any of the following apply:

1. It consists, in whole or in part, of any filthy, putrid, or decomposed substance, ORC Section 3715.63(A)(1); and/or
2. It has been produced, processed, prepared, packed, or held under unsanitary conditions whereby it may have been contaminated with filth, or whereby it may have been rendered injurious to health, ORC Section 3715.63(A)(2); and/or
3. It is a drug and its container is composed, in whole or in part, of any poisonous or deleterious substance that may render the contents injurious to health, ORC Section 3715.63(A)(3); and/or
4. It purports to be or is represented as a drug the name of which is recognized in the United States pharmacopoeia and national formulary, or any supplement to them, and its strength differs from or its quality or purity falls below the standard set forth in those compendiums. A determination as to strength, quality, or purity shall be made in accordance with the tests or methods of assay set forth in the compendiums, or in the absence or inadequacy of such tests or methods of assay, those prescribed under the authority of the "Federal Food, Drug, and Cosmetic Act." A drug recognized in the compendiums is not adulterated under this division because it differs from the standard of strength, quality, or purity set forth for that drug in the compendiums, if the difference in strength, quality, or purity is plainly stated on its label. Whenever a drug is recognized in both the homoeopathic pharmacopoeia of the United States and in the United States pharmacopoeia and national formulary, including their supplements, it shall be subject to the requirements of the United States pharmacopoeia and national formulary unless it is labeled and offered for sale as a homoeopathic drug, in which case it shall be subject to the provisions of the homoeopathic pharmacopoeia of the United States and not to those of the United States pharmacopoeia and national formulary, ORC Section 3715.63(A)(5); and/or
5. It is not subject to the provisions of division (A)(5) of this section, and its strength differs from or its purity or quality falls below that which it purports or is represented to possess, ORC Section 3715.63(A)(6).

² ORC Section 3715.64 states: A drug or device is misbranded within the meaning of sections 3715.01 and 3715.52 to 3715.72 of the Revised Code, if:

1. Its labeling is false or misleading in any particular, ORC Section 3715.64(A)(1); and/or
2. It is in package form and does not bear a label containing both of the following:
 - a. In clearly legible form, the name and place of business of the manufacturer, packer, or distributor, ORC Section 3715.64(A)(2)(a); and/or
3. Any word, statement, or other information that is required by or under authority of sections 3715.01 and 3715.52 to 3715.72 of the Revised Code to appear on the label or labeling is not prominently placed on the label or labeling in a conspicuous manner, as compared with other words, statements, designs, or devices on the label or labeling, and in terms that render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use, ORC Section 3715.64(A)(5); and/or
4. It is an imitation of another drug, ORC Section 3715.64(A)(10)(b); and/or
5. It is offered for sale under the name of another drug, ORC Section 3715.64(A)(10)(c).

- c. The receipt in commerce of any food, drug, device, or cosmetic that is adulterated or misbranded, and the delivery or proffered delivery thereof for pay or otherwise, ORC Section 3715.52(A)(3); and
 - d. The sale, delivery for sale, holding for sale, or offering for sale of any article in violation of section 3715.61 or 3715.65 of the Revised Code, ORC Section 3715.52(A)(4); and
 - e. The dissemination of any false advertisement, ORC Section 3715.52(A)(5).
- 2. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 3715.68(A) of the ORC, An advertisement of food, drug, device, or cosmetic is false if it is false or misleading in any particular.
- 3. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.51(F) of the ORC, effective September 29, 2017 and April 6, 2017, No licensed terminal distributor of dangerous drugs or person that is exempt from licensure under section 4729.541 of the Revised Code shall purchase dangerous drugs or investigational drugs or products from any person other than a licensed manufacturer, outsourcing facility, third-party logistics provider, repackager, or wholesale distributor, each violation is a misdemeanor of the first degree.
- 4. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.51(A) of the ORC, effective October 3, 2023, No person other than a licensed manufacturer of dangerous drugs, outsourcing facility, third-party logistics provider, repackager of dangerous drugs, or wholesale distributor of dangerous drugs shall possess for sale, sell, distribute, or deliver, at wholesale, dangerous drugs or investigational drugs or products, each violation is a misdemeanor of the first degree.
- 5. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.51(G) of the ORC, effective October 3, 2023, No licensed terminal distributor of dangerous drugs shall engage in the retail sale or other distribution of dangerous drugs or investigational drugs or products or maintain possession, custody, or control of dangerous drugs or investigational drugs or products for any purpose other than the distributor's personal use or consumption, at any establishment or place other than that or those described in the license issued by the state board of pharmacy to such terminal distributor, each violation is a misdemeanor of the first degree.
- 6. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-3-09 of the OAC, as effective May 27, 2023:
 - a. The term "occasional sale" as used in section 4729.51 of the Revised Code means a wholesale sale of a commercially manufactured dangerous drug to a

person licensed in accordance with section 4729.52 of the Revised Code, terminal distributor of dangerous drugs or any entity or person exempted from licensure as a terminal distributor of dangerous drugs by any of the following: A licensed terminal distributor of dangerous drugs that is not a pharmacy, but only as authorized in section 4729.51 of the Revised Code, OAC Rule 4729:5-3-09(A)(2); and

- b. A licensed terminal distributor of dangerous drugs having more than one licensed location may transfer or deliver dangerous drugs from one licensed location to another licensed location owned by that terminal distributor if the license issued for each location is in effect at the time of the transfer or delivery. Such transfer or delivery includes either of the following: Intracompany sales, which includes any transaction or transfer between any division, subsidiary, parent or affiliated or related company under the common ownership and control, OAC Rule 4729:5-3-09(E)(1).
- 7. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.60(B) of the ORC, Before a licensed terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the roster established pursuant to section 4729.59 of the Revised Code to confirm the seller is licensed to engage in the sale or distribution of dangerous drugs at wholesale.
 - 8. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-3-04 of the OAC, as effective March 1, 2019:
 - a. Before a terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the board's online roster (available on the board's website: www.pharmacy.ohio.gov) to confirm any of the following:
 - i. The seller is licensed to engage in the sale of dangerous drugs in accordance with section 4729.52 of the Revised Code, OAC Rule 4729:5-3-04(A)(1); and/or
 - ii. The seller is licensed to engage in the occasional sale or distribution of dangerous drugs at wholesale in accordance with rule 4729:5-3-09 of the Administrative Code, OAC Rule 4729:5-3-04(A)(2); and
 - b. If no documented query is conducted before a purchase is made, it shall be presumed that the purchase of dangerous drugs by the terminal distributor is in violation of section 4729.51 of the Revised Code, OAC Rule 4729:5-3-04(B).
 - 9. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022:

- a. A location licensed as a terminal distributor of dangerous drugs must have a responsible person at all times, OAC Rule 4729:5-2-01(E)(1); and
 - b. When there is a change of responsible person, the state board of pharmacy shall be notified within ten days of the effective date of the appointment of the new responsible person in a manner determined by the board. For a limited terminal distributor of dangerous drugs license, the notification shall include a drug list required in accordance with agency 4729 of the Administrative Code, OAC Rule 4729:5-2-01(E)(2); and
 - c. A complete inventory, pursuant to 21 CFR 1304.11 of the Code of Federal Regulations (9/9/2014) and rule 4729:5-3-07 of the Administrative Code, shall be taken of the controlled substances on hand by the new responsible person on the effective date of the change of responsible person. The new responsible person shall be responsible for completing and maintaining this inventory record at the location licensed as a terminal distributor of dangerous drugs, OAC Rule 4729:5-2-01(E)(3); and
 - d. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and
 - e. A responsible person must be physically present at the location for a sufficient amount of time to provide supervision and control of dangerous drugs on-site, OAC Rule 4729:5-2-01(E)(5); and
 - f. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).
10. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective October 3, 2023, TDDD license requirements:
- a. A... licensed health professional authorized to prescribe drugs... will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and

- b. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C).
11. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023:
- a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, ORC Section 4729.57(B)(4); and
 - d. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this division prohibits a terminal distributor of dangerous drugs from furnishing information concerning a dangerous drug to a health care provider or another licensed terminal distributor; ORC Section 4729.57(B)(6); and
 - e. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - f. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
12. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:
- a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and
 - c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, OAC Rule 4729:5-4-01(B)(4); and
 - d. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this rule prohibits a terminal distributor of dangerous drugs from

furnishing information concerning a dangerous drug to a health care provider or another licensed terminal distributor, OAC Rule 4729:5-4-01(B)(6); and

- e. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and
 - f. Commission of an act that constitutes a misdemeanor that is related to, or committed in, the person's professional practice, OAC Rule 4729:5-4-01(B)(18); and
 - g. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23).
13. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-5-24 of the OAC, as effective August 19, 2022:
- a. Records of receipt shall contain the name, strength, dosage form, and quantity of the dangerous drugs received, the name and address of the seller, the name and address of the recipient, and the date of receipt, OAC Rule 4729:5-5-24(A); and
 - b. Records of dangerous drugs disposed from inventory, other than controlled substances, shall contain the name, strength, dosage form, and quantity of the dangerous drug disposed, the date of disposal, the method of disposal, and the positive identification of the licensed or registered health care professional that performed the disposal, OAC Rule 4729:5-5-24(C); and
 - c. All records maintained in accordance with this chapter shall be readily retrievable and uniformly maintained for a period of three years, OAC Rule 4729:5-5-24(G).
14. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:7-3-03 of the OAC, as effective March 31, 2021:
- a. Except as provided in paragraph (L) of this rule, all non-hazardous, non-sterile compounded drug preparations shall be prepared in accordance with United States pharmacopeia chapter <795>, OAC Rule 4729:7-3-03(A); and
 - b. Except as provided in paragraph (C) of this rule, all non-hazardous, sterile compounded drug preparations, shall be prepared in accordance with United States pharmacopeia chapter <797>, OAC Rule 4729:7-3-03(B); and
 - c. For all immediate-use, non-hazardous sterile compounded drug preparations, a prescriber shall comply with either:

- i. Rule 4729:7-3-04 of the Administrative Code, OAC Rule 4729:7-3-03(C)(1); or
 - ii. United States pharmacopeia chapter <797>, OAC Rule 4729:7-3-03(C)(2); and
- d. For all hazardous non-sterile and sterile compounded drug preparations, a prescriber shall comply with rule 4729:7-3-05 of the Administrative Code, OAC Rule 4729:7-3-03(D); and
- e. The responsible person of a facility where a prescriber is engaged in the compounding of dangerous drugs shall be responsible for all of the following:
 - i. Developing and implementing appropriate compounding procedures, OAC Rule 4729:7-3-03(E)(1); and
 - ii. Overseeing facility compliance with this rule, OAC Rule 4729:7-3-03(E)(2); and
 - iii. Compliance with Title 21 U.S. Code section 353a (November 27, 2013) and all other applicable federal and state laws, regulations and rules, OAC Rule 4729:7-3-03(E)(3); and
 - iv. Ensuring documented training and competency of compounding personnel, OAC Rule 4729:7-3-03(E)(4); and
 - v. Ensuring environmental control of the compounding areas, OAC Rule 4729:7-3-03(E)(5); and
 - vi. Ensuring compounded drug preparations maintain quality and sterility until administered or personally furnished, OAC Rule 4729:7-3-03(E)(6); and
 - vii. Maintaining drug compounding records pursuant to rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-03(E)(7); and
 - viii. The proper maintenance, cleanliness, and use of all equipment used in compounding, OAC Rule 4729:7-3-03(E)(8); and
 - ix. Ensuring aseptic technique for the preparation of all sterile compounded drugs, OAC Rule 4729:7-3-03(E)(9); and
- f. A prescriber may designate an appropriately trained agent to prepare compounded drug preparations, OAC Rule 4729:7-3-03(F); and

- g. For all compounded drugs prepared pursuant to this rule, a prescriber shall:
 - i. Inspect and approve the compounding process, OAC Rule 4729:7-3-03(G)(1); and
 - ii. Except as provided in paragraph (H) of this rule, perform medication validation ("final check") prior to the medication being administered, OAC Rule 4729:7-3-03(G)(2); and
 - h. All the following are required to administer a compounded drug preparation in accordance with paragraphs (H)(1) and (H)(2) of this rule:
 - i. Verify the accuracy of:
 - 1. Drug name, OAC Rule 4729:7-3-03(I)(3)(a); and
 - 2. Drug strength and dosage form, OAC Rule 4729:7-3-03(I)(3)(b); and
 - 3. Drug volume, OAC Rule 4729:7-3-03(I)(3)(c); and
 - 4. Rate of administration, OAC Rule 4729:7-3-03(I)(3)(d); and
 - 5. Route of administration, OAC Rule 4729:7-3-03(I)(3)(e); and
 - 6. Expiration dates/times, OAC Rule 4729:7-3-03(I)(3)(f); and
 - 7. Appearance and physical integrity of the drugs, OAC Rule 4729:7-3-03(I)(3)(g); and
 - ii. Indicate in the compounding record verification was completed, OAC Rule 4729:7-3-03(I)(4); and
 - iii. A licensed prescriber is on-site and immediately available, OAC Rule 4729:7-3-03(I)(5).
15. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:7-3-04 of the OAC, as effective April 2, 2021:
- a. The responsible person of a facility where a prescriber is engaged in the compounding of immediate-use, sterile non-hazardous dangerous drug preparations in accordance with paragraph (B) of this rule shall be responsible for all the following:
 - i. Developing and implementing appropriate compounding procedures, OAC Rule 4729:7-3-04(A)(1); and

- ii. Overseeing facility compliance with this rule, OAC Rule 4729:7-3-04(A)(2); and
 - iii. Compliance with Title 21 U.S.C. section 353a (11/27/2013) and all other applicable federal and state laws, regulations and rules, OAC Rule 4729:7-3-04(A)(3); and
 - iv. Ensuring training and competency of compounding personnel, OAC Rule 4729:7-3-04(A)(4); and
 - v. Ensuring that compounded drug preparations maintain quality and sterility until administered, OAC Rule 4729:7-3-04(A)(5); and
 - vi. Maintaining drug compounding records pursuant to rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-04(A)(6); and
 - vii. The proper maintenance, cleanliness, and use of all equipment used in compounding, OAC Rule 4729:7-3-04(A)(7); and
 - viii. Ensuring aseptic technique for the preparation of all sterile compounded drugs, OAC Rule 4729:7-3-04(A)(8); and
- b. Immediate-use, sterile compounded drug preparations are exempt from the requirements in rule 4729:7-3-03 of the Administrative Code if all the following criteria are met:
- i. The compounding process involves the simple transfer of not more than three commercially manufactured packages of sterile, non-hazardous drugs from the manufacturers' original containers and not more than two entries into any one container or package (e.g., bag, vial) of sterile infusion solution or administration container/device, OAC Rule 4729:7-3-04(B)(1); and
- c. Preparations that do not meet all the requirements listed in paragraph (B) of this rule shall comply with the requirements in rule 4729:7-3-03 of the Administrative Code, OAC Rule 4729:7-3-04(E); and
- d. Immediate-use compounded drug preparations shall be prepared in accordance with this rule except in an emergency, as documented in the medical record, when the product is required to treat the immediate needs of a patient whose health would otherwise be jeopardized, OAC Rule 4729:7-3-04(F); and
- e. For all compounded drugs prepared pursuant to this rule, a prescriber shall:

- i. Inspect and approve the compounding process, OAC Rule 4729:7-3-04(L)(1); and
 - ii. Except as provided in paragraph (M) of this rule, perform medication validation ("final check") prior to the medication being administered, OAC Rule 4729:7-3-04(L)(2); and
 - f. The requirements of paragraph (M)(2) of this rule do not apply to either of the following:
 - i. A compounded drug preparation is being administered to a patient in the facility by a nurse licensed under Chapter 4723. of the Revised Code pursuant to a prescriber's order and, prior to administration, at least two nurses that are approved by the responsible person to prepare or administer compounded drugs comply with the requirements in paragraph (N) of this rule, OAC Rule 4729:7-3-04(M)(1); or
 - ii. A compounded drug preparation is prepared and administered to a patient in the facility by a nurse licensed under Chapter 4723. of the Revised Code pursuant to a prescriber's order and, prior to administration, the same nurse complies with paragraph (N) of this rule, OAC Rule 4729:7-3-04(M)(2); and
 - g. All the following are required to administer a compounded drug preparation in accordance with paragraphs (M)(1) and (M)(2) of this rule:
 - i. Verify the accuracy of:
 - 1. Drug strength and dosage form, OAC Rule 4729:7-3-04(N)(3)(b); and
 - 2. Expiration dates/times, OAC Rule 4729:7-3-04(N)(3)(f); and
 - 3. Appearance and physical integrity of the drugs, OAC Rule 4729:7-3-04(N)(3)(g); and
 - ii. Indicate in the compounding record verification was completed, OAC Rule 4729:7-3-04(N)(4); and
 - iii. A licensed prescriber is on-site and immediately available, OAC Rule 4729:7-3-04(N)(5).
16. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-3-07 of the OAC, as effective March 1, 2019:
- a. Unless otherwise stated in this division of the Administrative Code, all category III terminal distributor licensees shall complete a controlled substances

inventory in accordance with 21 CFR 1304.11 (9/9/2014), OAC Rule 4729:5-3-07(A); and

- b. All controlled substance inventories performed in accordance with this rule shall be conducted on an annual basis. The annual inventory may be taken on any date which is within thirteen months of the previous inventory date, OAC Rule 4729:5-3-07(B); and
- c. The terminal distributor's responsible person shall be responsible for completing and maintaining this inventory record at the location licensed as a terminal distributor of dangerous drugs, OAC Rule 4729:5-3-07(C); and
- d. All inventory records shall be maintained for a period of three years from the completion date of the inventory and made readily retrievable, OAC Rule 4729:5-3-07(D); and
- e. When a drug or compound is added to the schedule of controlled substances by state or federal law, rule or regulation, a terminal distributor shall complete an inventory pursuant to this rule of all stocks of such drug or compound no later than ten days of the drug or compound being added to the schedule, OAC Rule 4729:5-3-07(E); and
- f. In the event a terminal distributor of dangerous drugs commences business with no controlled substances on hand, this fact shall be recorded as the initial inventory, OAC Rule 4729:5-3-07(F).

17. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-3-06 of the OAC, as effective July 1, 2024:

- a. To prevent their use, adulterated drugs, as defined in agency 4729 of the Administrative Code, shall be stored in a separate and secure area apart from the storage of drugs used for dispensing, personally furnishing, compounding, and administration.
 - i. Adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by those holding a terminal distributor of dangerous drugs license. Adulterated drugs shall be stored in a manner that prohibits access by unauthorized persons, OAC Rule 4729:5-3-06(A); and
 - ii. Dangerous drugs, other than controlled substances, may be destroyed utilizing proper methods of disposal and following the record keeping requirements noted in agency 4729 of the Administrative Code, or may be donated to a pharmacy school pursuant to sections 3715.88 to 3715.92 of the Revised Code. Methods of disposal of non-controlled dangerous drugs

shall prevent the possession or use of the drugs by unauthorized persons, OAC Rule 4729:5-3-06(B).

18. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-3-14(A) of the OAC, as effective March 1, 2020: terminal distributors of dangerous drugs shall provide effective controls and procedures to:
 - a. Deter and detect the theft and diversion of dangerous drugs, OAC Rule 4729:5-3-14(A)(1); and
 - b. Ensure supervision and control of dangerous drugs, as required in division (B) of section 4729.55 of the Revised Code, and adequate safeguards to ensure that dangerous drugs are being distributed in accordance with all state and federal laws, as required in section 4729.55 of the Revised Code, OAC Rule 4729:5-3-14(A)(2).
19. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-19-03 of the OAC, as effective February 4, 2021:
 - a. All areas where dangerous drugs and devices are stored shall be dry, well-lit, well-ventilated, and maintained in a clean and orderly condition. Storage areas shall be maintained at temperatures and conditions which will ensure the integrity of the drugs prior to use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling. Refrigerators and freezers used for the storage of drugs and devices shall comply with the following:
 - i. Maintain either of the following to ensure proper refrigeration and/or freezer temperatures are maintained:
 1. Temperature logs with, at a minimum, daily observations, OAC Rule 4729:5-19-03(K)(1)(a); or
 2. A temperature monitoring system capable of detecting and alerting staff of a temperature excursion, OAC Rule 4729:5-19-03(K)(1)(b); and
 - ii. The terminal distributor shall develop and implement policies and procedures to respond to any out of range individual temperature readings or excursions to ensure the integrity of stored drugs, OAC Rule 4729:5-19-03(K)(2); and
 - iii. The terminal distributor shall develop and implement a policy that no food or beverage products are permitted to be stored in refrigerators or freezers used to store drugs, OAC Rule 4729:5-19-03(K)(3); and

- b. Upon the initial puncture of a multiple-dose vial containing a drug, the vial shall be labeled with a beyond-use date or date opened. The beyond-use date for an opened or entered (e.g., needle punctured) multiple-dose container with antimicrobial preservatives is twenty-eight days, unless otherwise specified by the manufacturer. A multiple-dose vial that exceeds its beyond-use date shall be deemed adulterated, OAC Rule 4729:5-19-03(L); and
 - c. Adulterated drugs, including expired drugs, shall be stored in accordance with rule 4729:5-3-06 of the Administrative Code, OAC Rule 4729:5-19-03(M); and
 - d. Disposal of non-controlled dangerous drugs shall be conducted in accordance with rule 4729:5-3-06 of the Administrative Code, OAC Rule 4729:5-19-03(O).
20. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-19-04 of the OAC, as effective February 4, 2021:
- a. A clinic or prescriber office shall keep a record of all dangerous drugs received, administered, personally furnished, disposed, sold or transferred, OAC Rule 4729:5-19-04(A); and
 - b. Records of receipt shall contain the name, strength, dosage form, and quantity of the dangerous drugs received, the name and address of the seller, the name and address of the recipient, and the date of receipt. An invoice from a drug distributor licensed in accordance with division 4729:6 of the Administrative Code containing the required information may be used to meet this requirement, OAC Rule 4729:5-19-04(B); and
 - c. Records of temperature control monitoring described in paragraph (K)(1) of rule 4729:5-19-03 of the Administrative Code shall include any of the following:
 - i. For temperature logs, either:
 - 1. The date and time of observation, the full name or the initials of the individual performing the check, and the temperature recorded, OAC Rule 4729:5-19-04(C)(1)(a); or
 - 2. For systems that provide automated temperature monitoring, maintain a report that provides, at a minimum, the date and time of observation and the temperature recorded, OAC Rule 4729:5-19-04(C)(1)(b); and
 - ii. For temperature monitoring systems capable of detecting and alerting staff of a temperature excursion, maintain reports that provide information on any temperature excursion that includes the date, time,

temperature recorded, and length of each excursion, OAC Rule 4729:5-19-04(C)(2); and

- d. Records of disposal of dangerous drugs from inventory, other than controlled substances, shall contain the name, strength, dosage form, and quantity of the dangerous drug disposed, the date of disposal, the method of disposal, and the identification of the licensed health care professional that performed the disposal, OAC Rule 4729:5-19-04(F); and
- e. Records of transfer or sale conducted in accordance with rule 4729:5-3-09 of the Administrative Code shall contain the name, strength, dosage form, national drug code, expiration date and quantity of the dangerous drug transferred or sold, the address of the location where the drugs were transferred or sold, and the date of transfer or sale, OAC Rule 4729:5-19-04(H); and
- f. All records maintained in accordance with this rule and rule 4729:5-19-03 of the Administrative Code shall be readily retrievable and shall be kept on-site for a period of three years.
 - i. A terminal distributor intending to maintain records at a location other than the location licensed by the state board of pharmacy must notify the board in a manner determined by the board, OAC Rule 4729:5-19-04(J)(1); and
 - ii. Any such alternate location shall be secured and accessible only to authorized representatives or contractors of the terminal distributor of dangerous drugs, OAC Rule 4729:5-19-04(J)(2).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code and Ohio Administrative Code Rule 4729:5-1-01(U), and after consideration of the record as a whole, the nature and egregiousness of the findings of fact and violations of law, the willingness to repeatedly ignore- or refuse to learn- basic principles meant to ensure patient safety, and an avoidance of responsibility, Rejuv and Renew Wellness Spa DBA R&R Wellness demonstrates a compromised ability to competently operate an entity that can continuously ensure patient safety. The Ohio Board of Pharmacy adjudicates the matter of Rejuv and Renew Wellness Spa DBA R&R Wellness as follows:

On the basis of the Findings of Fact and Section (1) through (20) of the Conclusions of Law, taken collectively or as individual violations, the Ohio Board of Pharmacy hereby revokes permanently the Terminal Distributor of Dangerous Drugs (TDDD) license, No. 02-62001568, held by Rejuv and Renew Wellness DBA R&R Wellness, effective the date of this Order.

The Board finds Rejuv and Renew Wellness Spa DBA R&R Wellness and/or its owner Patty Cantrell may not reapply for a Terminal Distributor of Dangerous Drugs License over which the Board has jurisdiction.

Pursuant to 4729.57 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$60,000.00. This fine will be attached to the license record for Rejuv and Renew Wellness Spa DBA R&R Wellness and must be paid no later than 180 days from the effective date of this Order. To pay this fine a representative of R&R Wellness must log in to www.elicense.ohio.gov and process the items in the cart.

Further, the Board hereby grants the State's Motion to Seal portions of the record in that include confidential patient health information including, but not limited to, State's Exhibit 14 and 15.

Mr. Grimm moved for Findings of Fact; Mr. Hubert seconded the motion. Motion passed (Yes-6/No-0).

Mr. Grimm moved for Conclusions of Law; Mr. Hubert seconded the motion. Motion passed (Yes-6/No-0).

Mr. Grimm moved for Action of the Board; Mr. Hubert seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

4:44 p.m.

Ms. Ferris administered the Oath of President to Mr. Huston, hereafter President of the State of Ohio Board of Pharmacy for Fiscal year 2026:

Oath of President

I, Jeff Huston, as President of the State of Ohio Board of Pharmacy, do solemnly swear to uphold the Constitution of the United States and the State of Ohio; to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the state of Ohio; and carry out the responsibilities of the Board as mandated by the laws of the State of Ohio without bias or prejudice, so help me God.

4:45 p.m.

Mr. Huston, **Presiding**, administered the Oath of Vice President to Mr. George, hereafter Vice President of the State of Ohio Board of Pharmacy for Fiscal year 2026:

Oath of Vice President

I, Jason George, as Vice President of the Ohio Board of Pharmacy, do solemnly swear to uphold the Constitution of the United States and the State of Ohio; to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the state of Ohio; and carry out the responsibilities of the Board as mandated by the laws of the State of Ohio without bias or prejudice, so help me God.

4:46 p.m.

The Board Meeting concluded for the day.

Wednesday, June 4, 2025**9:00 a.m.**

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

9:01 a.m.

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

R-2025-0434

Mr. Grimm moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

9:59 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0435

After votes were taken in public session, the Board adopted the following order in the Matter of **Lisa Hart, Independence, Ohio**.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2022-0442

In The Matter Of:

Lisa Hart
5770 Graydon Drive
Seven Hills, OH 44131
License No. 02-78000241

INTRODUCTION

The Matter of Lisa Hart came for hearing on June 4, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, Vice President; Anthony

Buchta, Sr., RPh; Trina Buettner, RPh, Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh.

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

Lisa Hart was represented by Adam Van Ho. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Lisa Hart

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Inspection
5. E-mail to Licensee
6. Application for Reinstatement
7. Settlement 2007
8. Settlement 2006 #1
9. Settlement 2006 #2
10. Settlement 2003
11. 2012 Criminal Conviction

Respondent's Exhibits:

- A. Letter.

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 May 19, 2022, representatives of the Board attempted to conduct an inspection of a TDDD at the veterinary clinic owned by Lisa Hart located at 5770

Graydon Drive, Seven Hills, Ohio. Dr. Lisa Hart, the responsible person, refused to allow Board representatives into the facility.

2. On or about May 19, 2022, Dr. Lisa Hart made the following statements to Board representatives while they were at 5770 Graydon Drive, Seven Hills, Ohio attempting to conduct an inspection at the TDDD:
 - a. Lisa Hart stated she had vaccines on site.
 - b. Stated no drugs were ordered or stored while the license for the locations was lapsed and/or expired.
 - c. Lisa Hart stated she does volunteer veterinary services to PAWS Ohio.
 - d. Lisa Hart stated she had ordered drugs in the past from Med-Vet International.
 - e. Lisa Hart stated she would allow an inspection in the future if the Board would contact her prior to the inspection.
3. On or about May 19, 2022, Dr. Lisa Hart did not allow Board representatives access to drug stock, security, or documentation relevant to any purchases. Dr. Hart was asked to provide within three days the names of any drugs stored at the facility, the time they were stored at the facility, drug security description, and provided any documents regarding purchases of drugs from the last three years. This information was never provided.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 3719.13 of the ORC, Inspection of prescriptions, orders, records, and stock; Prescriptions, orders, and records, required by Chapter 3719. of the Revised Code, and stocks of dangerous drugs and controlled substances, shall be open for inspection only to federal, state, county, and municipal officers, and employees of the state board of pharmacy whose duty it is to enforce the laws of this state or of the United States relating to controlled substances, as effective June 29, 2019.
2. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 3719.27(A) of the ORC, Inspection and checking of files and records, persons required by Chapter 3719. of the Revised Code to keep files or records shall, upon the written request of an officer or employee designated by the state board of pharmacy, make such files or records available to such officer or employee, at all reasonable hours, for inspection and copying, and accord to such officer or employee full opportunity to check the correctness of such files or records, including

opportunity to make inventory of all stocks of controlled substances on hand. No person shall fail to make such files or records available or to accord such opportunity to check their correctness, as effective June 29, 2019.

3. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 4729.19 of the ORC, Cooperation in investigation, Notwithstanding division (B)(4) of section 2317.02 of the Revised Code, a pharmacist, pharmacy intern, pharmacy technician trainee, registered pharmacy technician, certified pharmacy technician, terminal distributor of dangerous drugs, manufacturer of dangerous drugs, outsourcing facility, third-party logistics provider, repackager of dangerous drugs, or wholesale distributor of dangerous drugs shall cooperate with federal, state, and local government investigations and shall divulge all relevant information when requested by a government agency, as effective March 22, 2019.
4. Such conduct as set forth in the Findings of Fact constitutes a violation of Rule 4729:5-3-03(A) of the OAC, Inspections and corrective actions, pursuant to section 3719.13 of the Revised Code, an entity licensed by the state board of pharmacy as a terminal distributor of dangerous drugs is subject to an onsite inspection by the board. An authorized board agent may, without notice, carry out an on-site inspection or investigation of an entity licensed by the board. Upon verification of the board agent's credentials, the agent shall be permitted to enter the licensed entity as effective April 1, 2018.
5. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729:5-20-04 of the OAC, Record keeping, as effective March 1, 2020:
 - a. A veterinary clinic shall keep a record of all dangerous drugs received, administered, personally furnished, disposed, sold or transferred, OAC 4729:5-20-04(A); and
 - b. All records maintained in accordance with this rule shall be readily retrievable and shall be kept on-site for a period of three years, OAC 4729:5-20-04(J).
6. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective March 31, 2021, TDDD license requirements:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and

- b. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section 4729.531 of the Revised Code, or a laboratory as defined in section 3719.01 of the Revised Code will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and
 - c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C); and
7. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC:
- a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - d. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
8. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:
- a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and
 - c. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and
 - d. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23); and

9. Such conduct as set forth in the Findings of Fact constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, Responsible person-terminal distributor, as effective April 25, 2022:
 - a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, ORC Rule 4729:5-2-01(E)(4); and
 - b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).

DECISION OF THE BOARD

The Board issues a written reprimand on Terminal Distributor of Dangerous Drugs license number 02-78000241. The Board imposes a fine of \$2,000. \$1,800 of the fine shall be stayed for a period of two years. If Lisa Hart does not reapply for a license during the two-year period or applies for a license and has no violations during the two-year period, the \$1,800 fine shall be waived by the Board. If Lisa Hart reapplies for a license, Lisa Hart must first complete the Responsible Person 101 course offered by the Board.

Rich Miller moved for Findings of Fact; Leonard Hubert seconded the motion. Motion passed (Yes-6/No-0).

Rich Miller moved for Conclusions of Law; Leonard Hubert seconded the motion. Motion passed (Yes-6/No-0).

Rich Miller moved for Action of the Board; Leonard Hubert seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

10:02 a.m.

The Board took a brief recess.

10:09 a.m.

The Board returned to public session and 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 **Robia Baydoun, Dearborn, Michigan**.

R-2025-0436

Mr. George 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.

10:28 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0437

After votes were taken in public session, the Board adopted the following order in the Matter of **Robia Baydoun, Dearborn, Michigan.**

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2023-0182)

In The Matter Of:

Robia Baydoun, RPh

7269 Reuter Street

Dearborn, Michigan 48126

(Pending Application No. APP-000676636)

INTRODUCTION

The Matter of Robia Baydoun, RPh came for hearing on June 4, 2025, 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 Rich Miller, RPh.

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

Robia Baydoun, RPh, was not present and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. David Rivera – Board Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Application
6. Administrative Compliant – June 2005
7. Summary Suspension – January 2005
- 8a. Second Consent Order (including attachments) – April 2006
- 8b. First Consent Order (including attachments) – June 2005
9. Reinstatement Denied – August 2013
10. Reinstatement Denied – January 2017
11. Amended Limited Reinstatement Granted (with attachments) – December 2018
12. Reclassification of License Granted – December 2022
13. Plea Agreement
14. Conviction
15. Garnishment 2013
16. Garnishment 2024
- 17a. Scheduling Order for June 4, 2025
- 17b. Service Documents for Scheduling Order

Respondent's Exhibits:

- A. None

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 Robia Baydoun's National Association of Board of Pharmacy (NABP) application for Transfer of Pharmacist License to the state of Ohio, Mr. Baydoun submitted to NABP on or about January 24, 2023, Mr. Baydoun answered "Yes" to question 2 that inquired whether his pharmacist license in any jurisdiction has ever been revoked, suspended, restricted, terminated, or otherwise been subject to disciplinary action

(public or private) by any board of pharmacy or other state authority. On the same application, Mr. Baydoun answered “Yes” to question 4 that inquired whether his pharmacist license in any jurisdiction has ever been revoked, suspended, restricted, terminated, or otherwise been subject to disciplinary action (public or private) by any board of pharmacy or other state authority.

- a. On or about January 7, 2005, Robia Baydoun’s license to practice pharmacy in the State of Michigan was summarily suspended by the Department of Community Health Professions, Michigan Board of Pharmacy Subcommittee. Complaint No. 53-04-97490.
 - i. The Complaint, and subsequent discipline listed in Allegation 1(a)-(e), resulted from underlying conduct he engaged in as a registered pharmacist in the state of Michigan, specifically, that he illegally distributed controlled substances and fraudulently billed health care benefit programs for services not rendered.
- b. On or about June 8, 2005, Mr. Baydoun agreed to terms set forth in a Consent Order and Stipulation, including a minimum of one-year suspension of his license and a \$5,000 fine.
- c. On or about April 12, 2006, Mr. Baydoun agreed to terms set forth in a Consent Order and Stipulation, including an additional one-year suspension of his license and a \$10,000 fine.

On or about August 30, 2013, The Michigan Board of Pharmacy issued a Final Order Denying Reinstatement. The Order stated Mr. Baydoun failed to satisfy the requirements for reinstatement pursuant to the Public Health Code and the guidelines adopted by the Department.

- d. Robia Baydoun’s requests for reinstatement of his license to practice pharmacy were denied two additional times, on or about January 5, 2017, and on or about April 27, 2018, when The Michigan Board of Pharmacy issued A Final Order Denying Reinstatement.
2. On or about December 19, 2018, Mr. Baydoun’s (limited) license to practice pharmacy in the state of Michigan was reinstated by the Department of Licensing and Regulatory Affairs, Bureau of Professional licensing, with certain terms, conditions, and restrictions, including a period of probation for no less than three years from the date of the original Board Order, December 19, 2018. On or about December 13, 2022, the Michigan Board of Pharmacy, granted his unlimited license to practice pharmacy in the state of Michigan.

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 October 9, 2021, each violation constituting a minor misdemeanor:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
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 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. 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
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
 - d. Has been the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction:
 - i. A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:1-4-01(B)(2)(m)(i); and

- ii. A disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing, compounding, supplying or selling a controlled substance or other dangerous drug, OAC Rule 4729:1-4-01(B)(2)(m)(ii).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby permanently denies Robia Baydoun's application for reciprocal registration into the State of Ohio to practice pharmacy as a pharmacist, APP-000676636, submitted to the Board on or about January 12, 2023.

Robia Baydoun may not apply for any license or registration over which the Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 4729. or 4752. of the Revised Code.

Ms. Buettner moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Ms. Buettner moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Ms. Buettner moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2025-0437

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacy Technician Trainee Ashley Reid, Toledo, Ohio, Ms. Buettner moved that the Board summarily suspend the Pharmacy Technician Trainee license belonging to Ashley Reid, Toledo, Ohio (09-139712). The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2025-0438

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacist Matthew Clark, Dublin, Ohio, Mr. Buchta moved that the Board summarily suspend the Pharmacist license belonging to Matthew Clark, Dublin, Ohio (03-233300). The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2025-0439

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee JuviveMD, Columbus, Ohio, Mr. George moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to JuviveMD, Columbus, Ohio (02-60002980). The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2025-0440

Mr. George 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, and Miller-yes.

12:30 p.m.

The Board returned to public session.

R-2025-0441

Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on January 2, 2025, in the matter of Julia Prokay (Case No. A-2024-0435).

R-2025-0442

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

**IN THE MATTER OF:
CASE NO. A-2024-0457**

**CVS/Pharmacy #4304
License No. 02-0093300**
30791 Detroit Rd.
Westlake, OH 44145

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #4304 for the purpose of resolving all issues between the parties relating to the Board investigation of two unlicensed pharmacy technicians working at CVS/Pharmacy #4304. Together, the Board and CVS/Pharmacy #4304 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. CVS/Pharmacy #4304 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0093300.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #4304, Terminal Distributor of Dangerous Drugs license number 02-0093300, related to two unlicensed pharmacy technicians working at CVS/Pharmacy #4304.
2. On or about April 2, 2025, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #4304, 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. CVS/Pharmacy #4304 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 2, 2025; 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. CVS/Pharmacy #4304 agrees to pay to the Board a monetary penalty in the amount of \$1,250.00. 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 the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #4304's TDDD license, number 02-0093300.
5. CVS/Pharmacy #4304 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. CVS/Pharmacy #4304 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 CVS/Pharmacy #4304 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 CVS/Pharmacy #4304 by the Board and will NOT discharge CVS/Pharmacy #4304 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #4304 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS/Pharmacy #4304 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 CVS/Pharmacy #4304 will operate.
10. CVS/Pharmacy #4304 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.

R-2025-0443

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

**IN THE MATTER OF:
CASE NO. A-2024-0260**

Jacob Hymore
License No. 06-0000741
10509 Killarney Drive
Union KY, 41091

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jacob Hymore, for the purpose of resolving all issues between the parties relating to the Board investigation of Jacob Hymore, as set forth in the Notice of Opportunity for Hearing, dated August 20, 2024. Together, the Board and Jacob Hymore 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. Jacob Hymore was a licensed pharmacy intern in the state of Ohio under license number 06-0000741.

FACTS

1. The Board initiated an investigation of Jacob Hymore, pharmacy intern license number 06-0000741, as set forth in the Notice of Opportunity for Hearing, dated August 20, 2024.
2. On or about August 20, 2024, the Board sent a Notice of Opportunity for Hearing to Jacob Hymore, 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 August 26, 2024, Jacob Hymore, timely requested an administrative hearing, which was subsequently scheduled for March 5, 2025. On February 5, 2025, Respondent requested a continuance of the administrative hearing, which was granted and the hearing was rescheduled for October 6, 2025.

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. Jacob Hymore neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 20, 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. Jacob Hymore agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Jacob Hymore'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. Jacob Hymore must obtain 2 hours of approved continuing pharmacy education (0.2 CEUs), specifically 1 hour of Safety CE and 1 hour of Law CE, which may not also be used for license renewal. The 0.2 CEUs must be completed within 180 days 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 Jacob Hymore's pharmacy intern license, number 06-0000741.
6. Jacob Hymore agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Jacob Hymore understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Jacob Hymore 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. Jacob Hymore 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-2025-0444

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

**IN THE MATTER OF:
CASE NO. A-2024-0455**

**CVS/Pharmacy #3353
License No. 02-0161800**
3230 Oberlin Ave.
Lorain, Ohio 44053

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #3353 for the purpose of resolving all issues between the parties relating to the Board investigation of an unlicensed pharmacy technician

working at CVS/Pharmacy #3353. Together, the Board and CVS/Pharmacy #3353 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. CVS/Pharmacy #3353 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0161800.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #3353, Terminal Distributor of Dangerous Drugs license number 02-0161800, related to an unlicensed pharmacy technician working at CVS/Pharmacy #3353.
2. On or about April 2, 2025 the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #3353, 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. CVS/Pharmacy #3353 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 2, 2025; 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. CVS/Pharmacy #3353 agrees to pay to the Board a monetary penalty in 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 the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #3353’s TDDD license, number 02-0161800.

5. CVS/Pharmacy #3353 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. CVS/Pharmacy #3353 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 CVS/Pharmacy #3353 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 CVS/Pharmacy #3353 by the Board and will NOT discharge CVS/Pharmacy #3353 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #3353 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS/Pharmacy #3353 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 CVS/Pharmacy #3353 will operate.
10. CVS/Pharmacy #3353 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.

R-2025-0445

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

**IN THE MATTER OF:
CASE NO. A-2023-0202**

Family Urgent Care (Coshocton)
License No. 02-62000651
c/o Dr. Syed Naqvi
305 Downtowner Plaza
Coshocton, Ohio 43812

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Family Urgent Care: Coshocton (Family Urgent Care) for the purpose of resolving all issues between the parties relating to the Board investigation of the administration of drugs after the beyond-use-date. Together, the Board and Family Urgent Care 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. Family Urgent Care, located at 305 Downtowner Plaza, Coshocton, Ohio, has an active TDDD license with the Board under license number 02-62000651, which lists Dr. Syed Naqvi as the Responsible Person.

FACTS

1. The Board initiated an investigation of Family Urgent Care, Terminal Distributor of Dangerous Drugs license number 02-62000651, related to the administration of drugs after the beyond-use-date.
2. On or about July 31, 2023, the Board sent a Notice of Opportunity for Hearing to Family Urgent Care, 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. Family Urgent Care did not request an administrative hearing. This 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. Family Urgent Care neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 31, 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. Family Urgent Care agrees to pay to the Board a monetary penalty the amount of \$3,000. 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 Family Urgent Care's TDDD license, number 02-62000651.
5. Family Urgent Care 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. Family Urgent Care 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 Family Urgent Care 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 Family Urgent Care by the Board and will NOT discharge Family Urgent Care from any obligation under the terms of this Agreement.

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

R-2025-0446

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

**IN THE MATTER OF:
CASE NO. A-2023-0194 & A-2023-0440**

Family Urgent Care (Mt. Vernon)
License No. 02-60000484
855 Coshocton Avenue, Suite H
Mount Vernon, Ohio 43050

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Family Urgent Care: Mt. Vernon (Family Urgent Care) for the purpose of resolving all issues between the parties relating to the Board investigation of the administration of drugs after the beyond-use-date. Together, the Board and Family Urgent Care 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. Family Urgent Care, located at 855 Coshocton Avenue, Mount Vernon, Ohio, has an active TDDD license with the Board under license number 02-60000484, which lists Dr. Syed Naqvi as the Responsible Person.

FACTS

1. The Board initiated an investigation of Family Urgent Care, Terminal Distributor of Dangerous Drugs license number 02-60000484, related to Family Urgent Care’s administration of drugs after the beyond-use-date.
2. On or about November 26, 2024, the Board sent an Amended Notice of Opportunity for Hearing to Family Urgent Care, 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. Family Urgent Care did not request an administrative hearing. This 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. Family Urgent Care neither admits nor denies the allegations stated in the Amended Notice of Opportunity for Hearing letter dated November 26, 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. Family Urgent Care agrees to pay to the Board a monetary penalty the amount of \$2,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Family Urgent Care's TDDD license, number 02-60000484.
5. Family Urgent Care 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. Family Urgent Care 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 Family Urgent Care 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 Family Urgent Care by the Board and will NOT discharge Family Urgent Care from any obligation under the terms of this Agreement.
7. Family Urgent Care agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Family Urgent Care 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 Family Urgent Care will operate.
10. Family Urgent Care 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-2025-0447

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

**IN THE MATTER OF:
CASE NO. A-2024-0094**

Radiant Divine Medical Spa
License No. 02-2762700
7005 S. Edgerton Rd.
Brecksville, OH 44141

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Radiant Divine Medical Spa for the purpose of resolving all issues between the parties relating to the Board investigation of Radiant Divine purchasing and illegally reselling injectable to other companies or healthcare professionals. Together, the Board and Radiant Divine 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. Radiant Divine Medical Spa is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2762700.

FACTS

1. The Board initiated an investigation of Radiant Divine Medical Spa, Terminal Distributor of Dangerous Drugs license number 02-2762700, related to Radiant Divine Medical Spa’s purchase and illegal sales of injectables to other companies or healthcare professionals, as set forth in the Notice of Opportunity for Hearing, dated November 4, 2024.
2. On or about November 4, 2024, the Board sent a Notice of Opportunity for Hearing to Radiant Divine 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 December 2, 2024, Radiant Divine Medical Spa, through counsel Jeana M. Singleton, timely requested an administrative hearing, which was subsequently scheduled for June 2, 2025. 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. Radiant Divine Medical Spa neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 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. Radiant Divine Medical Spa 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.
4. The Board hereby imposes a written reprimand on Radiant Divine Medical Spa's TDDD license, number 02-2762700.
5. Radiant Divine 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. Radiant Divine Medical Spa 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 Radiant Divine Medical Spa 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 Radiant Divine Medical Spa by the Board and will NOT discharge Radiant Divine Medical Spa from any obligation under the terms of this Agreement.
7. Radiant Divine 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.
8. Radiant Divine Medical Spa 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 Radiant Divine Medical Spa will operate.
10. Radiant Divine 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.

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-2025-0448

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

IN THE MATTER OF:
CASE NO. A-2024-0162
Walgreens #07368
License No. 02-1416650
494 Neeb Rd.
Cincinnati, OH 45233

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Walgreens #07368 for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Walgreens #07368 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. Walgreens #07368, located at 4890 North High Street, Columbus, Ohio, has an active TDDD license with the Board under license number 02-1416650, which lists Matthew Smith, RPh, as the Responsible Person. During the time the conduct outlined in the Allegations Section occurred, Nkafu Etchi, RPh, was the Responsible Person.

FACTS

1. The Board initiated an investigation of Walgreens #07368, Terminal Distributor of Dangerous Drugs license number 02-1416650, related to Walgreens #07368's error in dispensing.
2. On or about October 30, 2024, the Board sent a Notice of Opportunity for Hearing to Walgreens #07368, 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 November 22, 2024, Walgreens #07368, through counsel Gary Peters, timely requested an administrative hearing, which was subsequently scheduled for June 2, 2025. This 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. Walgreens #07368 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 30, 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. Walgreens #07368 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 Walgreens #07368's TDDD license, number 02-1416650.
5. Walgreens #07368 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. Walgreens #07368 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 Walgreens #07368 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 Walgreens #07368 by the Board and will NOT discharge Walgreens #07368 from any obligation under the terms of this Agreement.
7. Walgreens #07368 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Walgreens #07368 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 Walgreens #07368 will operate.
10. Walgreens #07368 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.

R-2025-0449

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

**IN THE MATTER OF:
CASE NO. A-2024-0163
Nkafu Etchi, RPh
License No. 03-443790**

1564 Runaway Bay Drive, Apt 3D
Columbus, OH 43204

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Nkafu Etchi, 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 Nkafu Etchi, RPh 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. Nkafu Etchi, RPh, is a licensed pharmacist in the state of Ohio under license number 03-443790. At the time the conduct outlined in the Allegations occurred, Nkafu Etchi was listed as the Responsible Person of Walgreens #07368, located at 4890 North High Street, Columbus, Ohio.

FACTS

1. The Board initiated an investigation of Nkafu Etchi, RPh, pharmacist license number 03-443790, related to an error in dispensing.
2. On or about October 30, 2024, the Board sent a Notice of Opportunity for Hearing to Nkafu Etchi, RPh, 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 November 22, 2024, Nkafu Etchi, RPh, through counsel, timely requested an administrative hearing, which was subsequently scheduled for June 2, 2025 and continued to October 7, 2025. This 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. Nkafu Etchi, RPh neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 30, 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. Nkafu Etchi, RPh agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Nkafu Etchi, RPh'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. Nkafu Etchi, RPh 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 Nkafu Etchi, RPh's pharmacist license, number 03-443790.
6. Nkafu Etchi, RPh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Nkafu Etchi, RPh understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Nkafu Etchi, RPh 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. Nkafu Etchi, RPh 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-2025-0450

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

**IN THE MATTER OF:
CASE NO. A-2024-0467**

**CVS/Pharmacy #2540
License No. 02-2014350**
4961 Roberts Rd.
Hilliard, OH 43026

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #2540 for the purpose of resolving all issues between the

parties relating to the Board investigation of drug security. Together, the Board and CVS/Pharmacy #2540 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. CVS/Pharmacy #2540 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2014350, which lists Keri Ann Willis, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #2540, Terminal Distributor of Dangerous Drugs license number 02-2014350, related to CVS/Pharmacy #2540's drug security.
2. On or about January 22, 2025, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #2540, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about February 3, 2025, CVS/Pharmacy #2540, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for July 8, 2025.

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. CVS/Pharmacy #2540 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 22, 2025; 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. CVS/Pharmacy #2540 agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #2540's TDDD license, number 02-2014350.
5. CVS/Pharmacy #2540 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. CVS/Pharmacy #2540 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 CVS/Pharmacy #2540 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 CVS/Pharmacy #2540 by the Board and will NOT discharge CVS/Pharmacy #2540 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #2540 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS/Pharmacy #2540 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 CVS/Pharmacy #2540 will operate.
10. CVS/Pharmacy #2540 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.

R-2025-0451

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

**IN THE MATTER OF:
CASE NO. A-2024-0350**

Geoffrey Magombe
License No. 09-134528
4491 Candlewick Circle
Columbus, OH 43230

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Geoffrey Magombe for the purpose of resolving all issues between the parties relating to the Board investigation of working at Walgreens #09541, located at 5555 New Albany Road, New Albany, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Geoffrey Magombe 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. Geoffrey Magombe was a pharmacy technician trainee in the state of Ohio under registration number 09-134528.

FACTS

1. The Board initiated an investigation of Geoffrey Magombe, pharmacy technician trainee registration number 09-134528, related to Geoffrey Magombe's working as a pharmacy technician at Walgreens #09541 without a valid registration as a pharmacy technician.
2. On or about April 07, 2025, the Board sent a Notice of Opportunity for Hearing to Geoffrey Magombe which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Geoffrey Magombe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 07, 2025; 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. Geoffrey Magombe agrees to pay to the Board the amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Geoffrey Magombe's pharmacy technician trainee registration, number 09-134528.
5. Geoffrey Magombe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Geoffrey Magombe understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Geoffrey Magombe 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 or registration, including the Board on renewal applications or applications for a new license.
8. Geoffrey Magombe 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.
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-2025-0452

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

**IN THE MATTER OF:
CASE NO. A-2023-0230**

**Central Ohio Medical Management LLC dba
Dr. Gina M. Nichols Family Medicine and
Ideal Weight Loss Center
License No. 02-62000138
c/o Dr. Gina M. Nichols
1755 Lancaster Avenue
Reynoldsburg, OH 43068**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Central Ohio Medical Management LLC dba Dr. Gina M. Nichols Family Medicine and Ideal Weight Loss Center (COMM) for the purpose of resolving all issues between the parties relating to the Board investigation of COMM for failing to cooperate with an investigation and multiple violations of pharmacy law and regulation. Together, the Board and COMM 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. COMM is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62000138.

FACTS

1. The Board initiated an investigation of COMM, Terminal Distributor of Dangerous Drugs license number 02-62000138, related to COMM’s failure to cooperate with an investigation and multiple violations of pharmacy law and rules discovered during an inspection.
2. On or about August 23, 2024, the Board sent a Notice of Opportunity for Hearing to COMM, 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 September 11, 2024, COMM, through counsel, timely requested an administrative hearing, which was subsequently scheduled for April 8, 2025. 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. COMM neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 23, 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. COMM agrees to pay to the Board a monetary penalty the amount of \$1,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Responsible Person Dr. Gina M. Nichols must obtain five hours of approved continuing medical or pharmacy education (0.5 CEUs) in medication safety, which may not also be used for medical license renewal, and attend the Responsible Person Roundtable presented by the Board. The continuing education hours and Responsible Person Roundtable must be completed within six months from the effective date of this Agreement. Copies of completed CEUs and proof of attendance at the Responsible Person Roundtable must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on COMM's TDDD license, number 02-62000138.
6. COMM 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.
7. COMM 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 COMM 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 COMM by the Board and will NOT discharge COMM from any obligation under the terms of this Agreement.
8. COMM agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. COMM understands that it has the right to be represented by counsel for review and execution of this agreement.
10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom COMM will operate.

11. COMM 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.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
15. 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-2025-0453

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

**IN THE MATTER OF:
CASE NO. A-2022-0499**

Cross County Veterinary Service
License No. 02-1823500
376 Curtis Street
Delaware, OH 43015

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Cross County Veterinary Service for the purpose of resolving all issues between the parties relating to the Board investigation of minimum standards and drug security. Together, the Board and Cross County Veterinary Service 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. Cross County Veterinary Service is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1823500.

FACTS

1. The Board initiated an investigation of Cross County Veterinary Service, Terminal Distributor of Dangerous Drugs license number 02-1823500, related to Cross County Veterinary Service's minimum standards and drug security.
2. On or about August 27, 2024, the Board sent a Notice of Opportunity for Hearing to Cross County Veterinary Service, 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 September 11, 2024, Cross County Veterinary Service, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for April 7, 2025.

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. Cross County Veterinary Service neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 27, 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. Cross County Veterinary Service agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Cross County Veterinary Service's TDDD license, number 02-1823500.
5. Dr. David Pitkin, DVM, the responsible person for Cross County Veterinary Service, must complete the Responsible Person 101 Roundtable.
6. Cross County Veterinary Service 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.
7. Cross County Veterinary Service 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 Cross County Veterinary Service 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 Cross County Veterinary Service by the Board and will NOT discharge Cross County Veterinary Service from any obligation under the terms of this Agreement.
8. Cross County Veterinary Service agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Cross County Veterinary Service understands that it has the right to be represented by counsel for review and execution of this agreement.
10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cross County Veterinary Service will operate.
11. Cross County Veterinary Service 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.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 15. 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-2025-0454

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

**IN THE MATTER OF:
CASE NO. A-2023-0119**

**Bond Pharmacy, Inc. DBA
Advanced Infusion Solutions
License No. 02-2033100
c/o Katrina Harper, RPh
623 Highland Colony Pkwy, Suite 100
Ridgeland, MS 39157**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Bond Pharmacy, Inc. DBA Advanced Infusion Solutions (AIS) for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and AIS 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. Bond Pharmacy, Inc. dba Advanced Infusion Solutions, located at 623 Highland Colony Pkwy, Suite 100, Ridgeland, MS, has an active TDDD license with the Board under license number 02-2033100, which lists Katrina Harper, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of AIS, Terminal Distributor of Dangerous Drugs license number 02-2033100, related to AIS' alleged error in dispensing in April, 2022.
2. On or about September 23, 2024, the Board sent a Notice of Opportunity for Hearing to AIS, 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 October 16, 2024, AIS, through counsel Edward Rickert, timely requested an administrative hearing, which was subsequently scheduled for April 8, 2025. This 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. AIS neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 23, 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. AIS agrees to pay to the Board a monetary penalty in the amount of \$8,000. This fine will be attached to AIS' license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on AIS' Ohio TDDD license, number 02-2033100.
5. AIS 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. AIS 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 AIS 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 AIS by the Board and will NOT discharge AIS from any obligation under the terms of this Agreement.
7. AIS agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. AIS 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 AIS will operate.
10. AIS 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.

R-2025-0455

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

IN THE MATTER OF:
CASE NO. A-2024-0236
Samuel Juergens, RPh
Suspended License No. 03-443621
111 Englewood Road
Springfield, Ohio 45506

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Samuel Juergens, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal possession of controlled substances. Together, the Board and Samuel Juergens 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. Samuel Juergens is a licensed pharmacist in the state of Ohio under suspended license number 03-443621.

FACTS

1. The Board initiated an investigation of Samuel Juergens, pharmacist license number 03-443621, related to Samuel Juergens suspicion of impairment, refusing a drug screen, and illegal possession of controlled substances, while employed as a pharmacist.
2. On or about June 12, 2024, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Samuel Juergens, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

3. On or about June 12, 2024, Samuel Juergens timely requested an administrative hearing, which was subsequently scheduled for August 8, 2024 and continued to January 7, 2025 and July 8, 2025 to negotiate settlement. This 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. Samuel Juergens neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for hearing letter dated June 12, 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. **Upon execution of this Agreement, the Board hereby lifts the summary suspension issued on June 12, 2024, and suspends indefinitely pharmacist license no. 03-443621 held by Samuel Juergens.**
4. **Beginning two years after the issuance of the summary suspension on June 12, 2024, the Board will consider any petition filed by Samuel Juergens 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:**
 - a. Samuel Juergens has obtained and maintained sobriety for no less than the previous one year.
 - b. Prior to granting any license or registration, Samuel Juergens must appear in person before the Board.
 - c. At his reinstatement hearing, Samuel Juergens 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. In the reinstatement petition, Samuel Juergens must provide documentation of the following:
 - i. Compliance with a treatment or monitoring contract as required below (e.g. proof of compliance with all drug and alcohol screening requirements)

and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);

- ii. 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;
 - iii. Compliance with the terms of this Agreement.
- d. Samuel Juergens has been involved in a contract with a treatment provider or treatment monitor, for a minimum of one year prior to his reapplication with the Board, the contract must include the following terms:
- i. Random, observed urine drug screens shall be conducted at least once each month or an alternative testing protocol (1 PETH, 1 hair/nail, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - ii. 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.
 - iii. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - iv. 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.
 - v. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Samuel Juergens 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.
 - vi. Samuel Juergens must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - vii. 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.

- viii. 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.
- ix. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- e. Samuel Juergens 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 the treatment monitor the Board shall treat these results as a violation of the Board's Order and request Samuel Juergens reappear before the Board for possible additional sanctions, including and up to revocation of license.
- f. Samuel Juergens 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 Samuel Juergens reappear before the Board for possible additional sanctions, including and up to revocation of license.
- g. Samuel Juergens 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 Samuel Juergens to possible additional sanctions, including and up to revocation of license.
- h. 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 issued on June 12, 2024, Samuel Juergens 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.
- i. Samuel Juergens 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.
- j. When deemed appropriate by the Board, Samuel Juergens must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.

- k. Samuel Juergens 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.
 - l. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or treatment provider may result in additional action before the Board up to and including revocation of Samuel Juergen's pharmacy license.
 - m. 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.
 - n. Periods during which Samuel Juergens is not in compliance with all terms of suspension shall toll the length of time of suspension during which Samuel Juergens 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.
 - o. If Samuel Juergens's employment is related to the practice of pharmacy, Samuel Juergens must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Samuel Juergens holds a professional license or applies for a professional license, all persons who provide Samuel Juergens chemical dependency treatment monitoring, and law enforcement and court personnel if Samuel Juergens has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
 - p. Failure to complete the terms set forth in this Agreement, 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 Samuel Juergens's license.
- 5. Samuel Juergens agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 - 6. Samuel Juergens understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Samuel Juergens 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.
8. Samuel Juergens 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.
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-2025-0456

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

**IN THE MATTER OF:
CASE NO. A-2024-0351**

**Walgreens #09541
License No. 02-1607650
5555 New Albany Road
New Albany, OH 43054**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Walgreens #09541 for the purpose of resolving all issues between the parties relating to the Board investigation of having an unregistered technician performing the duties of a technician. Together, the Board and Walgreens #09541 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. Walgreens #09541 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1607650.

FACTS

1. The Board initiated an investigation of Walgreens #09541, Terminal Distributor of Dangerous Drugs license number 02-1607650, related to Walgreens #09541's having an unregistered technician performing the duties of a technician.
2. On or about April 9, 2025, the Board sent a Notice of Opportunity for Hearing to Walgreens #09541, 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. Walgreens #09541 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter date April 9, 2025; 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. Walgreens #09541 agrees to pay to the Board a monetary penalty in 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 Walgreens #09541's TDDD license, number 02-1607650.
5. Walgreens #09541 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. Walgreens #09541 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 Walgreens #09541 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 Walgreens #09541 by the Board and will NOT discharge Walgreens #09541 from any obligation under the terms of this Agreement.
7. Walgreens #09541 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Walgreens #09541 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 Walgreens #09541 will operate.
10. Walgreens #09541 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.

R-2025-0457

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

**IN THE MATTER OF:
CASE NO. A-2025-0065**

Katherine Hammond
Registration No. 09-318002
4887 Summer Lane
Brooklyn, OH 44144

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Katherine Hammond for the purpose of resolving all issues between the parties relating to the Board investigation of Katherine Hammond performing duties of a certified pharmacy technician at Cleveland Lowcost Pharmacy without maintaining active Board issued registration. Together, the Board and Katherine Hammond 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. Katherine Hammond is a certified pharmacy technician in the state of Ohio under registration number 09-318002.

FACTS

1. The Board initiated an investigation of Katherine Hammond, certified pharmacy technician registration number 09-318002, related to Katherine Hammond

performing duties of a certified pharmacy technician at Cleveland Lowcost Pharmacy without maintaining active Board issued registration.

2. On or about April 15, 2025, the Board sent a Notice of Opportunity for Hearing to Katherine Hammond 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. Katherine Hammond neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 15, 2025; 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. Katherine Hammond agrees to pay to the Board a monetary penalty in the amount of \$200.00. 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. The Board hereby imposes a written reprimand on Katherine Hammond's technician registration, number 09-318002.
5. Katherine Hammond agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Katherine Hammond understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Katherine Hammond 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.

8. Katherine Hammond 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.
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-2025-0458

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

**IN THE MATTER OF:
CASE NO. A-2025-0064**

Cleveland Lowcost Pharmacy
License No. 02-2427600
14529 Puritas Ave.
Cleveland, OH 44135

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Cleveland Lowcost Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of Katherine Hammond performing duties of a certified pharmacy technician at Cleveland Lowcost Pharmacy without maintaining active Board issued registration. Together, the Board and Cleveland Lowcost 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. Cleveland Lowcost Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2427600.

FACTS

1. The Board initiated an investigation of Cleveland Lowcost Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2427600, related to Katherine Hammond performing duties of a certified pharmacy technician at Cleveland Lowcost Pharmacy without maintaining active Board issued registration.
2. On or about April 16, 2025, the Board sent a Notice of Opportunity for Hearing to Cleveland Lowcost 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.

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. Cleveland Lowcost Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 16, 2025; 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. Cleveland Lowcost Pharmacy 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 the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on Cleveland Lowcost Pharmacy's TDDD license, number 02-2427600.

5. Cleveland Lowcost 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. Cleveland Lowcost 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 Cleveland Lowcost 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 Cleveland Lowcost Pharmacy by the Board and will NOT discharge Cleveland Lowcost Pharmacy from any obligation under the terms of this Agreement.
7. Cleveland Lowcost 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. Cleveland Lowcost 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 Cleveland Lowcost Pharmacy will operate.
10. Cleveland Lowcost Pharmacy 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.

R-2025-0459

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

**IN THE MATTER OF:
Case No. A-2025-0142**

Melissa Steele
SUSPENDED Registration No. 09-211439
7421 West Blvd Apt 1
Boardman, OH 44512

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Melissa Steele, for the purpose of resolving all issues between the parties relating to her theft of controlled substances from the pharmacy where she was employed. Together, the Board and Melissa Steele are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Melissa Steele is an Ohio registered pharmacy technician under suspended registration number 09-211439.

FACTS

1. The Board initiated an investigation of Melissa Steele, registered pharmacy technician, registration number 09-211439, related to her theft of controlled substances from the pharmacy where she was employed.
2. On or about May 21, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Melissa Steele, which outlined the allegations and

provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings. Any criminal proceedings resulting from this investigation are not affected by this Agreement.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Melissa Steele neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 21, 2025; 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. **MELISSA STEELE VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A REGISTERED PHARMACY TECHNICIAN, REGISTRATION NO 09-211439.**
4. **Melissa Steele may only apply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, if she provides satisfactory proof to the Board that she is no longer addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy, to include at minimum, unless otherwise approved by the Board:**
 - a. **Successful completion of a Board-approved or court-ordered treatment program; and**
 - b. **Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.**
5. Melissa Steele agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Melissa Steele understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Melissa Steele 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. Melissa Steele waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. 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-2025-0460

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

IN THE MATTER OF:
CASE NO. A-2024-0450
Madison Avenue Pharmacy, Inc.
Inactive License No. 02-2269200
c/o Eric Juergens
640 N. Fountain Avenue
Springfield, Ohio 45504

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Madison Avenue Pharmacy, Inc. for the purpose of resolving all issues

between the parties relating to the Board investigation of Madison Avenue Pharmacy, Inc. failing to review Ohio Automated Rx Reporting System (OARRS) reports as required. Together, the Board and Madison Avenue 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. Madison Avenue Pharmacy, Inc. was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2269200. On or about November 8, 2024, Madison Avenue Pharmacy filed a Discontinuation of Business notification with the Board to become effective on November 25, 2024. The business was discontinued on or about November 25, 2024 and the TDDD license number 02-2269200 is now inactive.

FACTS

1. The Board initiated an investigation of Madison Avenue Pharmacy, Inc., Terminal Distributor of Dangerous Drugs license number 02-2269200, related to Madison Avenue Pharmacy, Inc.’s failing to review Ohio Automated Rx Reporting System (OARRS) reports as required.
2. On or about November 8, 2024, the Board sent a Notice of Opportunity for Hearing to Madison Avenue 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.
3. On or about December 5, 2024, Madison Avenue Pharmacy, Inc., through counsel Samuel Lauricia and Scott Lucas, timely requested an administrative hearing, which was subsequently scheduled for June 3, 2025.

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. Madison Avenue Pharmacy, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 8, 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. Madison Avenue Pharmacy, Inc. agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this 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 Madison Avenue Pharmacy, Inc.'s inactive TDDD license, number 02-2269200.
5. Madison Avenue 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. Madison Avenue 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 Madison Avenue 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 Madison Avenue Pharmacy, Inc. by the Board and will NOT discharge Madison Avenue Pharmacy, Inc. from any obligation under the terms of this Agreement.
7. Madison Avenue 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. Madison Avenue 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 Madison Avenue Pharmacy, Inc. will operate.

10. Madison Avenue Pharmacy, Inc. explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
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-2025-0461

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

**IN THE MATTER OF:
CASE NO. A-2021-0014**

**Wilson Bunton, RPh
License No. 03-135539**

91 Stewart Way
Erie, CO 80516

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Wilson Bunton, RPh, for the purpose of resolving all issues between the parties relating to his practice of pharmacy and criminal conviction, as set forth in the Notice of Opportunity for Hearing dated November 20, 2024. Together, the Board and Wilson Bunton 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. Wilson Bunton is a licensed pharmacist in the state of Ohio under license number 03-135539.

FACTS

1. The Board initiated an investigation of Wilson Bunton, pharmacist license number 03-135539, related to his practice of pharmacy and criminal conviction, as set forth in the Notice of Opportunity for Hearing dated November 20, 2024.
2. On or about November 20, 2024, the Board sent a Notice of Opportunity for Hearing to Wilson Bunton, 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 November 30, 2024, Wilson Bunton, timely requested an administrative hearing, which was subsequently scheduled for June 3, 2025.

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. Wilson Bunton neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 20, 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. The Board hereby imposes a suspension on Wilson Bunton's pharmacist license, number 03-135539, effective January 1, 2023, through September 15, 2025.
4. **Wilson Bunton agrees not to petition for reinstatement, or submit an application, including a renewal or reinstatement application, for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction,**

including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.

5. Wilson Bunton agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Wilson Bunton understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Wilson Bunton 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.
8. Wilson Bunton 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.
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-2025-0462

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

**IN THE MATTER OF:
CASE NO. A-2025-0135**

ChillRx Cryotherapy Cincinnati, LLC**License No. 02-60002210**

c/o Julie Shanebrook

8153 Montgomery Road

Cincinnati, Ohio 45236

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and ChillRx Cryotherapy Cincinnati, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of ChillRx Cryotherapy Cincinnati, LLC and the purchasing, administration and personally furnishing of dangerous drugs from unlicensed entities, by unlicensed staff members. Together, the Board and ChillRx Cryotherapy Cincinnati, LLC are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. ChillRx Cryotherapy Cincinnati, LLC, located at 8153 Montgomery Road, Cincinnati, Ohio, is a licensed TDDD under license number 02-60002210 and lists Julie Shanebrook as the owner. Joes Jones, D.O. is listed as the Responsible Person, since April 22, 2025. From December 18, 2022 to April 22, 2025, Jason Chertoff, M.D. was listed as the Responsible Person.

FACTS

1. The Board initiated an investigation of ChillRx Cryotherapy Cincinnati, LLC’s (ChillRx’s) Terminal Distributor of Dangerous Drugs license number 02-60002210. The facts are set forth in Addendum A, attached hereto and incorporated as though fully set forth herein.

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 in Addendum A are incorporated in this Settlement Agreement as though fully set forth herein.
2. ChillRx acknowledges the representations of the Board that the Board has evidence sufficient to sustain the allegations set forth in Addendum A, finds them to violate Ohio law, and hereby adjudicates the same.
3. **IN LIEU OF A SUMMARY SUSPENSION/NOTICE OF OPPORTUNITY FOR HEARING LETTER, CHILLRX PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-60002210, WITH DISCIPLINE PENDING.**
4. **ChillRx and/or Julie Shanebrook agree never to reapply for any license or registration, issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. ChillRx and/or Julie Shanebrook further agree that they will not own or operate, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719, 4729, or 4752 of the Revised Code.**
5. **ChillRx and Julie Shanebrook expressly state and affirm that there are no drugs that require a Terminal Distributor of Dangerous Drugs license issued by the Ohio Board of Pharmacy in its possession at 8153 Montgomery Road, Cincinnati, Ohio, or any other location in Ohio. ChillRx agrees any possession of such may subject it and any natural person in possession of such drugs in Ohio to criminal and/or administrative action.**
6. ChillRx 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.
7. ChillRx 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 ChillRx 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 ChillRx by the Board and will NOT discharge ChillRx from any obligation under the terms of this Agreement.
8. ChillRx agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

9. ChillRx understands that it has the right to be represented by counsel for review and execution of this agreement.
 10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom ChillRx will operate.
 11. ChillRx 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.
 12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 15. 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-2025-0463

Mr. George moved that the April 7, 2025, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

R-2025-0464

Mr. George moved that the April 7-8, 2025, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

R-2025-0465

Mr. George moved that the April 18, 2025, Emergency Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

R-2025-0466

Mr. George moved that the May 9, 2025, Emergency Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

R-2025-0467

Mr. George moved that the May 21, 2025, Emergency Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

R-2025-0468

Mr. Hubert moved to adjourn the June 2025 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

12:33 p.m.

The Board Meeting Adjourned.



Mindy Ferris, RPh, President

Date: 7.9.2025



Steven W. Schierholt, Executive Director

Date: 7.9.2025
