

MINUTES OF THE AUGUST 4 - 5, 2025
MEETING OF THE OHIO BOARD OF PHARMACY

Monday, August 4, 2025

10:14 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, *President*; Jason George, RPh, *Vice President*; RPh; Trina Buettner, RPh; Mindy Ferris, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Anthony Buchta, Sr.

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

10:14 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 **Pure Bliss Aesthetics and MediSpa, Waverly, OH (A-2025-0143)**.

R-2026-0042 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-7, No-0.

11:14 a.m. The deliberation ended and the hearing opened to the public.

R-2026-0043 After votes were taken in public session, the Board adopted the following order in the Matter of Pure Bliss Aesthetics and MediSpa, Waverly, OH (A-2025-0143).

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2025-0143

In The Matter Of:
Pure Bliss Aesthetics and MediSpa
860 W. Emmitt Avenue, Suite 3,

Waverly, OH 45690
License No. 02-60003125

INTRODUCTION

The Matter of Pure Bliss Aesthetics and MediSpa came for hearing on August 4, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Trina Buettner, RPh; Mindy Ferris, RPh; Leonard Hubert, *Public Member*; T.J. Grimm, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Anthony Buchta, Sr., RPh; Absent.

The Board issued a Notice of Opportunity for Hearing ("Notice") to Pure Bliss Aesthetics and MediSpa on May 22, 2025, via electronic mail, confirmation of receipt requested. Respondent received the Notice on May 22, 2025. Pursuant to Ohio Revised Code (ORC) Section 119.07, Pure Bliss Aesthetics and MediSpa had a right to a hearing if requested within 30 days of mailing. Pure Bliss Aesthetics and MediSpa failed to do so.

The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Leslie Arnold

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Inspection Report – 5/9/2025
3. Licensee Response
4. Text Messages 1
5. Text Messages 2
6. Evidence Photos Taken 4/13/2025 (Sealed)
7. List of Medications Seized
8. Evidence Photos Taken by Tewanger 5/9/2025 (Sealed)
9. Evidence Photos Taken by Cologie 5/9/2025 (Sealed)
10. Inspection Report 12/4/2024

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. From on or about April 1, 2025, to on or about May 9, 2025, Board agent(s) conducted undercover order(s), pickup(s), and purchase(s) of tirzepatide, a dangerous drug, from Pure Bliss, located at 860 W. Emmitt Avenue, Waverly, Ohio. The transaction(s) occurred without an evaluation by a prescriber and/or a prescription. A vial(s) was/were provided by non-licensed personnel of Pure Bliss to the agent(s) labeled "TirzeLean 2.5" without a prescription for \$120 cash each. Syringes and verbal and written mixing/dosing instructions, which specifically instructed the agent(s) on reconstitution, dosing, and administration of the dangerous drug were provided by non-licensed personnel of Pure Bliss. The tirzepatide was later found to be non-Federal Drug Administration (FDA) approved and to have been purchased from unlicensed entities.
2. On or about May 9, 2025, the Board conducted an inspection at Pure Bliss, located at located at 860 W. Emmitt Avenue, Waverly, Ohio. The following issues were found during the inspection:
 - a. No evidence of Pure Bliss conducting an annual wholesale query was found at the time of the inspection.
 - b. An expired dangerous drug was found in the refrigerator with active drug stock.
 - c. Dangerous drugs are being personally furnished/sold to patients without a valid prescription from a provider.
 - d. Hypodermics and dangerous drugs were stored in a room which did not have a lock on the door.
 - e. Pure Bliss manually documents the temperature of the refrigerator. There is no documentation of temperature on the days the clinic is closed. A policy regarding refrigeration excursions or storage of food in the refrigerator could not be produced at the time of the inspection.
 - f. Two vials of dangerous drugs stored in the refrigerator were not labeled properly. One vial was punctured with no expiration date written on the vial. One vial was punctured with an open date of May 7, 2025, and an expiration date of October 13, 2025.
 - g. No records of dangerous drugs received, administered, personally furnished, disposed of, sold, or transferred could be produced at the time of inspection. The records were not readily retrievable.

- h. Fifty-four (54) vials of tirzepatide, labeled as “TirzeLean,” with “For Research Only” were found during the inspection at Pure Bliss. The vials included the following:
 - i. Twenty-four (24) vials labeled TirzeLean 2.5- For Research Only.
 - ii. Nineteen (19) vials labeled TirzeLean 5- For Research Only.
 - iii. Five (5) vials labeled TirzeLean 7.5- For Research Only.
 - iv. Three (3) vials labeled TirzeLean 10- For Research Only.
 - v. One (1) vial labeled TirzeLean 12.5- For Research Only.
 - vi. Two (2) vials labeled TirzeLean 15- For Research Only.
 - i. Multiple other dangerous drugs were found at Pure Bliss. They included the following vials:
 - i. Fifty-seven (57) vials of bacteriostatic water, Rx Only (NDC:0409-3977-01).
 - ii. Two (2) vials labeled LIPO-C 10ML.
 - iii. One (1) sealed bottle SLU-PP-332 250 mcg (100 tablet bottle).
- 3. On or about May 9, 2025, Board agents spoke on the phone with the owner of Pure Bliss, Haley Schackart (Borders). She made the following statements:
 - a. Haley Schackart (Borders) admitted to purchasing tirzepatide online without conducting a wholesale license verification check of the supplier.
 - b. Haley Schackart (Borders) admitted knowing the tirzepatide came from China.
 - c. Haley Schackart (Borders) stated she had been selling the tirzepatide from China to customers for approximately one year.
 - d. Haley Schackart (Borders) stated she had the tirzepatide shipped to her house instead of Pure Bliss.
 - e. Haley Schackart (Borders) stated she would remove the existing label on the drug vials and would replace them with a label identifying the vial as “TirzeLean” prior to selling them to customers. She stated she did this on advice from the supplier due to “patent” concerns and in an effort to keep the customer from ordering directly and cutting her out.
 - f. Haley Schackart (Borders) stated she ordered the bacteriostatic water from the same suppliers as she ordered the tirzepatide.

4. On or about May 9, 2025, Board agents spoke on the phone with the Responsible Person of Pure Bliss, Alice Frazier, Doctor of Osteopathic Medicine. She made the following statements:
 - a. Dr. Frazier stated she was aware Pure Bliss was selling tirzepatide to patients without them being evaluated by a prescriber and being issued a prescription.
 - b. Dr. Frazier stated she thought it was okay for Pure Bliss to sell tirzepatide without a prescription since it could be purchased online by anyone and it had not been reconstituted prior to being sold.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of section 3715.52 of the ORC, prohibited acts. 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

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:

- b. The adulteration or misbranding of any food, drug, device, or cosmetic, ORC Section 3715.52(A)(2); and
 - 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 Allegations Section, if proven, 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 Allegations Section, if proven, 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.
 - 4. Such conduct as set forth in the Allegations Section, if proven, 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.
 - 5. Such conduct as set forth in the Allegations Section, if proven, 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

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- 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).

Revised Code to confirm the seller is licensed to engage in the sale or distribution of dangerous drugs at wholesale.

6. Such conduct as set forth in the Allegations Section, if proven, 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
 - 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).
7. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, 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, OAC 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).
8. Such conduct as set forth in the Allegations Section, if proven, 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. 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... 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
 - 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).
9. Such conduct as set forth in the Allegations Section, if proven, 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. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, ORC Section 4729.57(B)(5); and
 - e. 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
 - f. 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/or
 - g. 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).
10. Such conduct as set forth in the Allegations Section, if proven, 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. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, OAC Rule 4729:5-4-01(B)(5); and
 - e. 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
 - f. 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
 - g. Commission of an act that constitutes a disqualifying offense, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:5-4-01(B)(14); and
 - h. 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
 - i. 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).
11. Such conduct as set forth in the Allegations Section, if proven, 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. 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).

12. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-3-14(A) of the OAC, as effective March 1, 2020, each violation punishable by a maximum penalty of \$1,000: All terminal distributors of dangerous drugs shall provide effective controls and procedures to: 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).
13. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-19-03 of the OAC, as effective February 4, 2021:
 - a. During non-business hours, hypodermics shall be stored in an area secured by a physical barrier with suitable locks, which may include a substantially constructed cabinet, locked room, or secured facility. During normal business hours, hypodermics shall not be stored in areas where members of the public are not supervised by individuals authorized to administer injections, OAC Rule 4729:5-19-03(H); and
 - b. During non-business hours, non-controlled dangerous drugs shall be stored in an area secured by a physical barrier with suitable locks, which may include a substantially constructed cabinet, locked room, or secured facility. During normal business hours, non-controlled dangerous drugs shall not be stored in areas where members of the public are not supervised by individuals authorized to administer such drugs, OAC Rule 4729:5-19-03(I); and
 - c. All records relating to the receipt, administration, distribution, personal furnishing and sale of dangerous drugs shall be maintained under appropriate supervision and control to restrict unauthorized access, OAC Rule 4729:5-19-03(J); and
 - d. 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
 - e. 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
 - f. 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
 - g. 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).
14. Such conduct as set forth in the Allegations Section, if proven, 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); and
 - 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 personally furnishing shall contain the name, strength, dosage form, and quantity of the dangerous drugs personally furnished, the name, address and date of birth of the person to whom or for whose use the dangerous drugs were personally furnished, the positive identification of the prescriber personally furnishing the drug, the date the drug is personally furnished and, if applicable, the date the drug is received by the patient or patient's caregiver, OAC Rule 4729:5-19-04(D); and
- e. Records of administration shall contain the name, strength, dosage form, and quantity of the dangerous drugs administered, the name and date of birth of the person to whom or for whose use the dangerous drugs were administered, the date of administration, and either:
 - i. For non-controlled substance dangerous drugs: the identification of the health care professional administering the drug, OAC Rule 4729:5-19-04(E)(1)(a); and
 - ii. Records of dangerous drugs administered which become a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph, OAC Rule 4729:5-19-04(E)(2); and
 - iii. Records of dangerous drugs administered by a health care professional, acting within the professional's scope of practice, who is not a prescriber shall include documentation of an order issued by a prescriber or protocol authorizing the administration of the drug. An order that is a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph. Orders for the administration of controlled substances shall be documented using positive identification, OAC Rule 4729:5-19-04(E)(3); and
- f. 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
- g. 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 4757.571(A)(1) of the Ohio Revised Code, the Ohio Board of Pharmacy hereby lifts the Summary Suspension Order issued to Pure Bliss Aesthetics and MediSpa on May 22, 2025.

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 Ohio Board of Pharmacy adjudicates the matter of Pure Bliss Aesthetics and MediSpa as follows:

On the basis of the Findings of Fact and Section (1) through (14) 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. 02-60003125, held by Pure Bliss Aesthetics and MediSpa, effective the date of this Order.

The Board finds Pure Bliss Aesthetics and MediSpa and/or its owner Haley Schackart (Borders) 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 \$90,000.00. This fine will be attached to the license record for Pure Bliss Aesthetics and MediSpa and must be paid no later than 180 days from the effective date of this Order. To pay this fine a representative of Pure Bliss Aesthetics and MediSpa 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 the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 6, 8, and 9.

Jason George moved for Findings of Fact; Mindy Ferris seconded the motion. Motion passed (Yes-7/No-0).

Jason George moved for Conclusions of Law; Mindy Ferris seconded the motion. Motion passed (Yes-7/No-0).

Jason George moved for Action of the Board; Mindy Ferris seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

- 11:16 a.m.** Mr. Garner provided the OARRS Report.
- 11:18 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 11:23 a.m.** Ms. Southard provided the Licensing Report.
- 11:30 a.m.** Ms. Southard presented the Pharmacist Examination Request of Hadi Abbas – Dearborn, MI (APP-000724851) to the Board for consideration. The Board will consider the request once Hadi Abbas passes the Ohio MPJE.
- 11:45 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Noah Knife – Blacklick, OH (060001959).
- R-2026-0044** Mr. Grimm moved that the Board grant Noah Knife’s request. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 11:48 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Nadra Nour – Beachwood, OH (060003627).
- R-2026-0045** Mr. Grimm moved that the Board grant Nadra Nour’s request. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 11:50 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Ala'a Alsadi – Toledo, OH (061000087).
- R-2026-0046** Mr. Grimm moved that the Board grant Ala'a Alsadi’s request. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 11:51 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Deanna Alnazer – North Royalton, OH (060001590).
- R-2026-0047** Mr. Grimm moved that the Board grant Deanna Alnazer’s request. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 11:51 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Brooke Radford – Akron, OH (06016206).
- R-2026-0048** Mr. Grimm moved that the Board grant Brooke Radford’s request. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

- 11:52 a.m.** Ms. Southard presented a new Pharmacist/Pharmacy Technician Trainee Ratio Request of Giant Eagle Pharmacy #8427 – Columbus, OH (0234000024) to the Board for consideration.
- R-2026-0049** Ms. Ferris moved the Board grant Giant Eagle Pharmacy #8427's request for a ratio of one (1) pharmacist to ten (10) pharmacy technician trainees indefinitely, provided there are no business model changes. The motion was seconded by Mr. Miller and approved by the Board: Yes-4, No-3 (Grimm, George, and Pfaff.)
- 12:06 p.m.** Mr. McNamee presented rules 4729:7-1-01 | *Compounding references, definitions, and enforcement (AMEND)*; 4729:7-3-04 | *Immediate-Use, Sterile Non-Hazardous Drugs Compounded by a Prescriber (AMEND)*; 4729:7-2-03 | *Drugs compounded in a pharmacy (NO CHANGE)* for approval.
- R-2026-0050** Ms. Buettner moved that the Board approve rules 4729:7-1-01 | *Compounding references, definitions, and enforcement (AMEND)*; 4729:7-3-04 | *Immediate-Use, Sterile Non-Hazardous Drugs Compounded by a Prescriber (AMEND)*; 4729:7-2-03 | *Drugs compounded in a pharmacy (NO CHANGE)* for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.
- 12:39 p.m.** The Board took a brief recess.
- 1:12 p.m.** The board returned to public session.
- 1:12 p.m.** Mr. McNamee presented rule 4729-8-02 – *Approval of instruments to reduce drug poisoning* to the Board for approval.
- R-2026-0051** Mr. George moved that the Board approve rule 4729-8-02 – *Approval of instruments to reduce drug poisoning* for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 1:19 p.m.** Mr. McNamee presented rules 4729:5-13-03 | *Security, control, and storage of dangerous drugs*; 4729:5-16-02 | *Security, control, and storage of dangerous drugs*; 4729:5-23-01 | *Limited facilities - definitions*; 4729:5-23-03 | *Record keeping*; 4729:5-22-01 | *Non-limited facilities - definitions*; 4729:5-21-02 | *Personally furnishing dangerous drugs from an opioid treatment program*; 4729:5-21-03 | *Security and control of dangerous drugs*; 4729:5-21-05 | *Mobile opioid treatment programs*; 4729:5-20-04 | *Record keeping*; 4729:5-14-01 | *Emergency medical services - definitions*; 4729:5-14-03 | *Security and control of dangerous drugs*; 4729:5-14-05 | *Protocols and Verbal Orders for Drug Administration*; 4729:5-16-03 | *Record keeping* to the Board for approval.
- R-2026-0052** Mr. Miller moved that the Board approve rules 4729:5-13-03 | *Security, control, and storage of dangerous drugs*; 4729:5-16-02 | *Security, control, and storage of dangerous drugs*; 4729:5-23-01 | *Limited facilities - definitions*; 4729:5-23-03 | *Record keeping*;

4729:5-22-01 | *Non-limited facilities - definitions*; 4729:5-21-02 | *Personally furnishing dangerous drugs from an opioid treatment program*; 4729:5-21-03 | *Security and control of dangerous drugs*; 4729:5-21-05 | *Mobile opioid treatment programs*; 4729:5-20-04 | *Record keeping*; 4729:5-14-01 | *Emergency medical services - definitions*; 4729:5-14-03 | *Security and control of dangerous drugs*; 4729:5-14-05 | *Protocols and Verbal Orders for Drug Administration*; 4729:5-16-03 | *Record keeping for filing with JCARR*. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

1:32 p.m.

Mr. McNamee presented rule 4729:1-3-03 | *Administration of Drugs by Injection (AMEND)* to the Board for approval.

R-2026-0053

Ms. Pfaff moved that the Board approve rule 4729:1-3-03 | *Administration of Drugs by Injection (AMEND)* for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

1:40 p.m.

Mr. McNamee presented rules 4729:5-18-06 | *Technology requirements for a telepharmacy system (NEW)*; 4729:5-3-24 | *Dispensing Dangerous Drugs to an Alternate Location (NEW)* to the Board for approval.

R-2026-0054

Mr. Grimm moved that the Board approve rules 4729:5-18-06 | *Technology requirements for a telepharmacy system (NEW)*; 4729:5-3-24 | *Dispensing Dangerous Drugs to an Alternate Location (NEW)* for filing with CSI and JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

1:45 p.m.

Mr. McNamee presented a resolution titled Appreciation of Service – Isabella Blankenship.

R-2026-0055

Mr. Hubert moved that the Board approved the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Appreciation of Service – Isabella Blankenship

BE IT RESOLVED that we, the undersigned Members of the Ohio Board of Pharmacy, in the Board's one hundred fortieth year, do hereby express our appreciation to Pharmacist Isabella "Bella" Blankenship for her contributions and service to the Board during her Pharmacy Practice Advancement and Advocacy Fellowship with The Ohio State University College of Pharmacy.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the Ohio Board of Pharmacy and a copy presented to:

Isabella "Bella" Blankenship, PharmD

On this 4th day of August 2025
at the Ohio Board of Pharmacy, Columbus, Ohio

1:48 p.m.

Mr. McNamee presented a resolution titled Resolution Requesting the Emergency Filing of Rule 4729-8-02 of the Administrative Code.

R-2026-0056

Mr. George moved that the Board approved the resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Resolution Requesting the Emergency Filing of Rule 4729-8-02 of the Administrative Code

The Ohio Board of Pharmacy hereby determines that rule 4729-8-02 requires immediate adoption upon the effective date of section 4729.261 of the Revised Code (HB 96 – 136th General Assembly) and hereby requests the Governor to issue an order pursuant to section 119.03(G)(1) of the Revised Code.

1:49 p.m.

Mr. McNamee presented a resolution titled Licensure of Investigational New Drug/Product Suppliers.

R-2026-0057

Mr. Grimm moved that the Board approved the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Licensure of Investigational New Drug/Product Suppliers

Pursuant to the definition of investigational drug or product in Section 4729.01 of the Revised Code, those engaged in the sale of investigational drugs or products that are currently in phase one of U.S. Food and Drug Administration (FDA) clinical trials are not required to obtain licensure from the Ohio Board of Pharmacy.

Those entities engaged in the sale or distribution of investigational drugs or products that are in phase two or three of FDA clinical trials are required to obtain appropriate licensure from the Ohio Board of Pharmacy in accordance with section 4729.51 of the Revised Code.

To ensure that there are no disruptions to existing phase two or three clinical trials, the Board shall exercise its enforcement discretion to provide a six-month grace period (to

expire on 2/4/26) for all current suppliers of investigational new drugs or products or those conducting such trials to obtain appropriate Ohio licensure.

This enforcement discretion shall only apply to those engaged in phase two or three clinical trials and does not confer any rights or immunities to any person, applicant, or licensee that fails to comply with the Board's licensure requirements for dangerous drugs that are not investigational new drugs or products undergoing phase two or three clinical trials.

1:52 p.m.

Ms. Maerten-Moore presented a request to approve the 2026 Board Meeting dates.

R-2026-0058

Mr. George moved that the Board approve the request and adopt the 2026 Board Meeting dates. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2026-0059

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

3:10 p.m.

The Board meeting ended for the day.

Tuesday, August 5, 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, *President*; Jason George, RPh, *Vice President*; RPh; Trina Buettner, RPh; Mindy Ferris, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Anthony Buchta, Sr.

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

9:00 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 **Matt Baldwin, Orrville, OH (A-2021-0256)**.

9:10 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Matrix Pharmacy, Hilliard, OH (A-2021-0599)**.

R-2026-0060 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-7, No-0.

9:29 a.m. The deliberation ended and the hearing opened to the public.

R-2026-0061 After votes were taken in public session, the Board adopted the following order in the Matter of **Matt Baldwin, Orrville, OH (A-2021-0256)**.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2021-0256

In The Matter Of:

Matt Baldwin, RPh

870 Arlington Court

Orrville, OH 44667

License No. 03-227797

INTRODUCTION

On May 25, 2023, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Matt Baldwin (Respondent) via certified mail. The Notice was served between on or about May 26, 2023, and on or about June 6, 2023. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on August 5, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Trina Buettner, RPh; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Anthony Buchta, Sr., RPh; Absent.

Matt Baldwin 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. Kevin Flaharty

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Inspection 6-10-2021
3. Written Response to Inspection
4. Theft and Loss Report
5. Powerpoint Detailing Drug Thefts (under seal)
6. Powerpoint Creation Date
7. Drug Screening for Christopher Beck (under seal)
8. Administrative Leave for Christopher Beck
9. Statement of Christopher Beck
10. Memo Detailing Interview with Christopher Beck on 4/27/2021
11. Memo Detailing Interview with Christopher Beck on 5/6/2021

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 or about April 16, 2021, Matt Baldwin suspected a nurse, Christopher Beck, at Aultman Hospital where he was employed, was diverting controlled substances based on their record of pulling, administering, and wasting dangerous drugs.
2. On or about May 6, 2021, Matt Baldwin notified the Board that a nurse was diverting controlled substances from Aultman Hospital after he obtained a confession from the nurse during a second interview.
3. On or about May 19, 2021, Matt Baldwin spoke with an agent of the Board. He admitted the following:
 - a. He became suspicious of diversion by a nurse at Aultman hospital approximately one week prior to April 27, 2021.
 - b. When asked by the agent of the Board why he did not notify the Board sooner he stated he, “dropped the ball” and should have notified the board a week earlier.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019:
 - 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 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 Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective March 1, 2019:
 - a. The responsible person shall be responsible for the practice of the profession of pharmacy performed within the institutional facility, 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(B)(2)(a); and

- b. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and
 - c. 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).
3. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:5-3-02 of the OAC as effective March 1, 2019:
- a. A terminal distributor of dangerous drugs shall notify the following upon discovery of the theft or significant loss of any dangerous drug or controlled substance, including drugs in transit that were either shipped from or to the licensed location:
 - i. The state board of pharmacy, by telephone or other method determined by the board, immediately upon discovery of the theft or significant loss, OAC Rule 4729:5-3-02(A)(1); and
 - ii. If a controlled substance, the drug enforcement administration (DEA) pursuant to 21 C.F.R. 1301.76..., OAC Rule 4729:5-3-02(A)(2); and
 - iii. Law enforcement authorities pursuant to section 2921.22 of the Revised Code, OAC Rule 4729:5-3-14(A)(3).
 - b. The theft or significant loss of controlled substances shall be reported by a licensee using the federal DEA report form regardless if the controlled substances are subsequently recovered and/or the responsible parties are identified and action is taken. Information reported in the federal form regarding such theft or significant loss shall be filed with the state board of pharmacy, in a manner determined by the board, by the licensee within thirty days following the discovery of such theft or significant loss, OAC Rule 4729:5-3-02(B).

4. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC Rule 4729:1-4-01(B)(2)(m); and
 - d. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(p).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, after consideration of the record as a whole, the Ohio Board of Pharmacy hereby imposes a written reprimand and a monetary penalty in the amount of \$500.00 on the license of Matt Baldwin, RPh, license No. 03-227797. This fine will be attached to Matt Baldwin's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Matt Baldwin must login to www.elicense.ohio.gov and process the items in the cart.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 5 and 7.

Ms. Ferris moved for Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

Ms. Ferris moved for Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

Ms. Ferris moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2026-0062

After votes were taken in public session, the Board adopted the following order in the Matter of **Matrix Pharmacy, Hilliard, OH (A-2021-0599)**.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2021-0599)

In The Matter Of:

Matrix Pharmacy

3775 Trueman Ct., Suite B

Hilliard, OH 43026

(License No. 02-32000173)

INTRODUCTION

On March 29, 2023, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Matrix Pharmacy (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on August 5, 2025, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Trina Buettner, RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Anthony J. Buchta, Sr., RPh; Absent.

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

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

1. Mollie Kemmerling, Board Inspector

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter and Proof of Service
2. Inspection Report
3. Response to Inspection Report

4. Citation for Tamadur Ali
5. Settlement with Tamadur Ali
6. Citation for Bao Deng
7. Board Order for Bao Deng
8. Citation for Maria Azzouni
9. Board Order for Maria Azzouni
10. Inspection Report 2023

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 or about November 10, 2021, an inspection of Matrix Pharmacy, located at 3775 Trueman Ct., Suite B, Hilliard, Ohio, revealed that a pharmacy technician had been entering Matrix Pharmacy when a pharmacist employed by Matrix Pharmacy was not physically present. During the inspection, two pharmacy technicians were each found to be in possession of a key and the alarm code to the pharmacy
2. On or about November 10, 2021, certified pharmacy technician Bao Dang spoke with an agent of the Board. He stated:
 - a. He is a full-time employee and had been employed by the pharmacy since July 2021.
 - b. He knew he was not permitted in the pharmacy without a pharmacist being present.
 - c. Employees are unable to use the pharmacy dispensing software while alone in the pharmacy because a pharmacist must be logged in first. When asked about the dispensing software being displayed on the computer monitor, he said he must have forgotten to log out of the software system the previous day.
 - d. He has had the key to the front door and alarm code for the pharmacy for two or three weeks.
 - e. The interior pharmacy door was unlocked when he arrived to work on November 10, 2021. He does not have the interior pharmacy door key, and the times he had entered the pharmacy prior to a pharmacist being onsite, the interior pharmacy door had always been unlocked.

- f. He performed no acts of pharmacy during the time he was alone in the pharmacy.
 - g. Tamadur Ali, RPh, gave him the key to the main pharmacy door.
- 3. On or about November 10, 2021, pharmacy owner and registered pharmacy technician Maria Azzouni spoke with an agent of the Board. She stated:
 - a. She is a full-time employee and owner of the pharmacy.
 - b. She had a key to the pharmacy ; however, she never opened or closed the pharmacy without a pharmacist present.
 - c. She knew she was not permitted to have a key to the pharmacy.
- 4. On or about November 10, 2021, Tamadur Ali, RPh, the responsible person, spoke with an agent of the Board. She stated:
 - a. She knew owner and registered pharmacy technician Maria Azzouni was in possession of a key and the alarm code to enter the pharmacy. She believes Azzouni had the key and alarm code since the pharmacy first opened.
 - b. She did not know certified pharmacy technician Bao Dang had a key or the alarm code, but upon receiving his telephone call that morning and learning he was in the pharmacy without a pharmacist present, she assumed owner Azzouni had given him the key and alarm code.
 - c. Upon learning that Bao Dang had told Board agents that she had given him the key to the pharmacy, she again denied knowing he had a key. She explained she had given Bao Dang the key to the mailbox, and that perhaps she had also given him the pharmacy key at that time. She later admitted she knowingly gave the pharmacy key to Bao Dang.
 - d. She denied ever leaving the technicians in the pharmacy by themselves after the pharmacy closed.
 - e. She stated that the interior door leading into the pharmacy was always locked at closing and she was the only person with the interior pharmacy door key. She must have forgotten to lock it the previous night. She was unable to show the interior pharmacy door key to agents of the Board when she was asked to provide them.

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 4729.55 of the ORC, as effective March 31, 2021:
 - 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 Section 4729.55(B); and

- b. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC Section 4729.55(C); and
 - c. Adequate safeguards are assured that the applicant will carry on the business of a terminal distributor of dangerous drugs in a manner that allows pharmacists and pharmacy interns employed by the terminal distributor to practice pharmacy in a safe and effective manner, ORC Section 4729.55(D).
2. 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, as effective September 29, 2017:
- 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 TDDD 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 the rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
3. 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 March 1, 2019:
- a. The responsible person shall be responsible for the practice of the profession of pharmacy, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(A)(2); and
 - b. The person to whom the terminal distributor of dangerous drugs license has been issued and pharmacists on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of drugs and the practice of pharmacy, OAC Rule 4729:5-2-01(A)(3); and
 - c. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and

- d. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).
- 4. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following section of section 4729.27 of the Revised Code, as effective July 22, 1998:
 - a. A person not a pharmacist, who owns, manages, or conducts a pharmacy, shall employ a pharmacist to be in full and actual charge of the pharmacy, or shall employ another pharmacist to be in full and actual charge of the pharmacy.
 - 5. Such conduct as set forth in the Findings of Fact constitutes a violation of Rule 4729:5-5-23 of the OAC, as effective December 1, 2020:
 - a. The pharmacist or pharmacists on duty: Shall be physically present at the licensed location and responsible for the security of the pharmacy and supervision of pharmacy personnel, OAC Rule 4729:5-5-23(A)(3)(a); and
 - b. No person, other than a licensed pharmacist, may enter the pharmacy unless the person is on business directly concerning the operation, maintenance or repair of the pharmacy and a pharmacist employed by the pharmacy is physically present at the same time, OAC 4729:5-5-23(A)(4); and
 - c. Only a licensed pharmacist may have access to keys or other methods of gaining access to the pharmacy, OAC 4729:5-5-23(A)(6)(c); and
 - d. Only a pharmacist may have access to the pharmacy or stock of dangerous drugs, hypodermics, and any other item or product that requires the supervision or sale by a pharmacist, OAC 4729:5-5-23(A)(6)(f).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, the Ohio Board of Pharmacy imposes a written reprimand and a monetary penalty in the amount of \$2,000.00 on Matrix Pharmacy's license. This fine will be attached to Matrix Pharmacy's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Matrix Pharmacy must login to www.elicense.ohio.gov and process the items in your cart.

Ms. Ferris moved for Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes- 7/No- 0).

Ms. Ferris moved for Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes- 7/No- 0).

Ms. Ferris moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

9:32 a.m.

Mr. George presented a resolution titled Ohio Board of Pharmacy, A Resolution for Theresa Meyer.

R-2026-0063

Mr. George moved that the Board approve the resolution. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

**Ohio Board of Pharmacy
A Resolution for Teresa L. Meyer**

WHEREAS, the administrative and investigative efforts of Teresa L. Meyer, as a Regional Agent in Charge with the Ohio Board of Pharmacy as well as her previous work with the Ohio Medical Board as Medical Board Enforcement Investigator, have directly led to the successful and thoughtful enforcement of the Ohio Drug Laws; and

WHEREAS, these efforts have contributed to the ongoing protection and safety of the citizens of Ohio; therefore

BE IT RESOLVED, that the Ohio Board of Pharmacy hereby commends Teresa L. Meyer for over 31 years of exemplary service and performance to the Board and to the people of Ohio in carrying out the responsibilities of her positions, and

BE IT ALSO RESOLVED, that we, the members of the Ohio Board of Pharmacy, in its one hundred forty-first year, so express our profound appreciation to Teresa L. Meyer for her dedication and service to the Board and the citizens of Ohio, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the permanent minutes of the Ohio Board of Pharmacy.

R-2026-0064

Mr. George moved that the July 8 - 9, 2025, Board Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

- R-2026-0065** Mr. George moved that the July 16, 2025, Conference Call Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- R-2026-0066** Mr. George moved that the July 24, 2025, Special Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- R-2026-0067** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy technician licensee Isabel Leonard, Bellefontaine, Ohio (09-319960), Mr. Miller moved that the Board summarily suspend the Certified Pharmacy technician license of Isabel Leonard, Bellefontaine, Ohio (09-319960). The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- R-2026-0068** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee CryoOH DBA: Cryo Ohio Inc, Cincinnati, Ohio (02-60001584), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to CryoOH DBA: Cryo Ohio Inc, Cincinnati, Ohio (02-60001584). The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0.
- R-2026-0069** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee JMN Investments DBA Game Day Men's Health Solon, Solon, Ohio (02-62002000) Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to JMN Investments DBA Game Day Men's Health Solon, Solon, Ohio (02-62002000). The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0.
- R-2026-0070** Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on February 26, 2025, in the matter of Erie Drugs (Case No. A-2023-0283).
-
- R-2026-0071** Mr. Huston announced the following Settlement Agreement has been signed by all parties and is now effective:
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**IN THE MATTER OF:
CASE NO. A-2025-0117**

CRE8 Pharmacy Group, LLC
License No. 02-42000190
3700 NW 126th Ave.
Coral Springs, FL 33065

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CRE8 Pharmacy Group, LLC (CRE8), for the purpose of resolving all issues between the parties relating to the Board investigation of CRE8's dispensing to Ohio patients 41 prescriptions for compounded drugs that lack USP/NF monograph, are not drug substances that are components of approved drugs, and do not appear on the 503A bulk drug substances list, as set forth in the May 12, 2025 Summary Suspension/Notice of Opportunity for Hearing. Together, the Board and CRE8 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. CRE8 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000190.

FACTS

1. The Board initiated an investigation of CRE8, Terminal Distributor of Dangerous Drugs license number 02-42000190, related to CRE8's dispensing to Ohio patients 41 prescriptions for compounded drugs that lack USP/NF monograph, are not drug substances that are components of approved drugs, and do not appear on the 503A bulk drug substances list, as set forth in the May 12, 2025 Summary Suspension/Notice of Opportunity for Hearing.
2. On or about May 12, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to CRE8, 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 May 15, 2025, CRE8, through counsel Caitlin Koppenhaver, timely requested an administrative hearing, which was subsequently scheduled for July 10, 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. CRE8 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 12, 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. As of the date of this Settlement Agreement, and to the best of its knowledge, the Board has no evidence of patient harm resulting from the compounded drugs dispensed by CRE8 as set forth in the May 12, 2025, Summary Suspension/Notice of Opportunity for Hearing.

3. The Board will lift the summary suspension imposed on CRE8's TDDD license number 02-42000190 and reinstate the license immediately upon the effective date of this Agreement.
4. The Board agrees it will not pursue disciplinary action for issues known to the Board as of the date of this Settlement Agreement involving compounded drugs identified in the Board's December 18, 2024, inspection report.
5. CRE8 agrees to pay to the Board a monetary penalty the amount of \$200,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the current Responsible Person.
6. The Board hereby imposes a written reprimand on CRE8's TDDD license, number 02-42000190.
7. CRE8 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.
8. CRE8 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 CRE8 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 CRE8 by the Board and will NOT discharge CRE8 from any obligation under the terms of this Agreement.
9. CRE8 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. CRE8 understands that it has the right to be represented by counsel for review and execution of this agreement.
11. 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 CRE8 will operate.

12. CRE8 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.
 13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 16. 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-2026-0072

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

**IN THE MATTER OF:
CASE NO. A-2023-0284**

Michael Calabrese, RPh
License No. 03-311750
7330 Twin Canyon Dr.
Lambertville, MI 48144

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Michael Calabrese, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee providing false information to the Board in response to an investigation/records request. Together, the Board and Michael Calabrese, 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. Michael Calabrese is a licensed pharmacist in the state of Ohio under license number 03-311750.
3. Michael Calabrese is the Responsible Person and of Erie Drugs, located at 4502 Lewis Ave., Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Michael Calabrese, pharmacist license number 03-311750, and Erie Drugs, related to an employee of Erie Drugs providing false information to the Board in response to an investigation/records request.
2. On or about February 26, 2025, the Board sent a Notice of Opportunity for Hearing to Michael Calabrese, 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 March 11, 2025, Michael Calabrese, through counsel Richard R. Malone, timely requested an administrative hearing, which was subsequently scheduled for August 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. Michael Calabrese neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 26, 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. Michael Calabrese agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Michael Calabrese'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. The Board hereby imposes a written reprimand on Michael Calabrese's pharmacist license, number 03-311750.

5. Michael Calabrese agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Michael Calabrese understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Michael Calabrese 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. Michael Calabrese 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-2026-0073

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

**IN THE MATTER OF:
CASE NO. 2023-0285**

**Anthony Calabrese, RPht
License No. 09-207155
5450 Larchwood Ln.**

Toledo, OH 43614

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Anthony Calabrese, RPhT for the purpose of resolving all issues between the parties relating to the Board investigation of the provision of falsified information in response to an inspection. Together, the Board and Anthony Calabrese, RPhT are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Anthony Calabrese is a registered pharmacy technician in the state of Ohio under registration number 09-207155.

FACTS

1. The Board initiated an investigation of Anthony Calabrese, registered pharmacy technician registration number 09-207155, related to Anthony Calabrese’s provision of falsified temperature information in response to a Board request during and following an inspection.
2. On or about February 26, 2025, the Board sent a Notice of Opportunity for Hearing to Anthony Calabrese 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 March 11, 2025, Anthony Calabrese, through counsel Richard R. Malone, timely requested an administrative hearing, which was subsequently scheduled for August 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. Anthony Calabrese neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 26, 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. Anthony Calabrese agrees to pay to the Board a monetary penalty in the amount of \$1,000. 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 Anthony Calabrese's technician registration, number 09-207155.
 5. Anthony Calabrese agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Anthony Calabrese understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Anthony Calabrese 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. Anthony Calabrese 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.
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R-2026-0074

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

IN THE MATTER OF:

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0406
License No. 0262000943**

**Bridgetown Urgent Care, Case No. A-2023-0318
License No. 022852300**

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0405
License No. 0262000938**

**Carefirst Urgent Care, Case No. A-2024-0318
License No. 0262000936**

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0319
License No. 0262000941**

**Carefirst Urgent Care Middletown, Case No. A-2024-0310
License No. 0262000142**

**CG Medical Associates D.B.A. Carefirst Urgent Care Colerain North, Case No. A-2024-0316
License No. 0262001110**

**CG Medical Associates D.B.A. Carefirst Urgent Care Beaver creek, Case No. A-2024-0332
License No. 0262001569**

**West Chester Urgent Care, Case No. A-2024-0311
License No. 022368750**

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0308
License No. 0262000942**

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0320
License number 0262000937**

**Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0307
License number 0262000939**

**Carefirst Urgent Care Westerville, Case No. A-2024-0317
License number 0262000306**

Carefirst Urgent Care Winton, Case No. A-2024-0404
License number 0262000487

Beechmont Urgent Care, Case No. A-2024-0324
License number 022131550

Lebanon Urgent Care, Case No. A-2023-0316
License number 022538550

Carefirst Urgent Care Eastgate D.B.A. Carefirst Urgent Care, Case No. A-2024-0313
License No. 0262000141

Carefirst Urgent Care Fairfield, Case No. A-2024-0309
License No. 0262000116

Carefirst Urgent Care Loveland, Case No. A-2023-0319
License No. 0262000114

Carefirst Urgent Care Eastgate D.B.A. Carefirst Urgent Care, Case No. A-2024-0312
License No. 0262000944

Carefirst Urgent Care Symmes Twp, Case No. A-2023-0321
License No. 0262000673

CG Medical Associates Hamilton, Case No. A-2024-0327
License No. 0262000078

Hyde Park Urgent Care, Case No. A-2023-0320
License No. 022838150

Norwood Urgent Care, Case No. A-2024-0325
License No. 022633100

Delhi Urgent Care, Case No. A-2023-0317
License No. 022785250

CG Medical Associates D.B.A. Carefirst Urgent Care Mt. Orab, Case No. A-2024-0328
License No. 0262001235

Carefirst Urgent Care D.B.A. Carefirst Urgent Care, Case No. A-2024-0322
License No. 0262000940

Carefirst Urgent Care Sharonville, Case No. A-2024-0329
License No. 0262000593

Springboro Urgent Care, Case Nos. A-2022-0385 & A-2024-0321
License No. 022867500

CG Medical Associates D.B.A. Carefirst Urgent Care Kenwood, Case No. A-2024-0331**License No. 0262000077****Carefirst Urgent Care Harrison, Case No. A-2024-0333****License No. 0262000652****SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY**

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CG Medical Associates and CareFirst Urgent Care's 31 locations (collectively, Dr. Gupta's Urgent Cares) for the purpose of resolving all issues between the parties relating to the Board investigation of the Responsible Persons not being present for a sufficient amount of time to provide supervision and control of dangerous drugs at Dr. Gupta's Urgent Cares. Together, the Board and the 31 CG Medical Associates and CareFirst Urgent Care locations (collectively, Dr. Gupta's Urgent Cares) 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. Each of the 31 CG Medical Associates and CareFirst Urgent Care locations are owned by Dr. Chetan Gupta. At the time of the conduct outlined in each Notice letter, each location, as listed above in the "caption" of this Settlement Agreement, was a licensed Terminal Distributor of Dangerous Drugs in the State of Ohio under the license number stated in the caption of this Settlement Agreement.

FACTS

1. The Board initiated an investigation of Dr. Gupta's Urgent Cares, Terminal Distributor of Dangerous Drugs license numbers as listed above, related each of Dr. Gupta's Urgent Cares having a Responsible Person who was not present at the location for a sufficient amount of time to provide supervision and control of dangerous drugs on-site.
2. On or about January 16, 2025, the Board sent a Notice of Opportunity for Hearing to each of Dr. Gupta's Urgent Cares, 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 January 27, 2025, Dr. Gupta's Urgent Cares, through counsel, Kessa McKellar, timely requested an administrative hearing for each location, which was

subsequently scheduled for August 6, 2025. These matters were settled via this Agreement, through counsel, Douglas Graff, 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. Dr. Gupta's Urgent Cares neither admit nor deny the allegations stated in the Notice of Opportunity for Hearing letters issued to 31 locations dated January 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 letters, and hereby adjudicates the same.
3. Each of Dr. Gupta's Urgent Cares agree that each of the TDDD locations must have a Responsible Person who is not assigned to any other TDDD location(s) in Ohio. If a location is currently sharing a Responsible Person with another TDDD, that location must assign a new Responsible Person within 60 days from the effective date of this Agreement. Further, Dr. Chetan Gupta may not serve as Responsible Person for any current or future TDDD license.
4. Dr. Gupta's Urgent Cares agree that the Responsible Person assigned to each TDDD location must complete the Board-sponsored Responsible Person Roundtable (one-hour training) within 180 days from the effective date of this Agreement. Upon completion by each Responsible Person, proof of compliance shall be sent (in one email) to legal@pharmacy.ohio.gov.
5. Dr. Gupta's Urgent Cares agree to pay to the Board a monetary penalty in the amount of \$15,500. This fine will be attached to Dr. Gupta's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine a representative of Dr. Gupta's Urgent Cares must login to www.elicense.ohio.gov and process the items in the cart.
6. The Board hereby imposes a written reprimand on each of Dr. Gupta's Urgent Care TDDD license numbers, as listed above in the caption.
7. Dr. Gupta's Urgent Cares agree and acknowledge 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.

8. Dr. Gupta's Urgent Cares agree 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 Dr. Gupta's Urgent Cares 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 Dr. Gupta's Urgent Cares by the Board and will NOT discharge Dr. Gupta's Urgent Cares from any obligation under the terms of this Agreement.
9. Dr. Gupta's Urgent Cares agree to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Dr. Gupta's Urgent Cares and Dr. Chetan Gupta understand that they have the right to be represented by counsel for review and execution of this agreement.
11. 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 Dr. Gupta's Urgent Cares will operate.
12. Dr. Gupta's Urgent Cares explicitly withdraws their requests for a hearing for each location, waive their right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waive any right to an appeal.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. 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 all Parties.

R-2026-0075

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

**IN THE MATTER OF:
CASE NO. A-2023-0228**

**Castleton Pharmacy Corp. dba
Enexia Specialty Pharmacy
License No. 02-2851600**
252 Port Richmond Avenue
Staten Island, NY 10302

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Castleton Pharmacy Corp. dba Enexia Specialty Pharmacy (Castleton Pharmacy) for the purpose of resolving all issues between the parties relating to the Board investigation of the administrative failure of Castleton Pharmacy to timely renew its Terminal Distributor of Dangerous Drugs (TDDD) license in accordance with applicable pharmacy regulations. Together, the Board and Castleton 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. Castleton Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2851600.

FACTS

1. The Board initiated an investigation of Castleton Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2851600, related to Castleton Pharmacy’s administrative failure to timely renew its TDDD license in accordance with applicable pharmacy regulations.
2. On or about April 8, 2025, the Board sent a Notice of Opportunity for Hearing to Castleton 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.
3. On or about April 22, 2025, Castleton Pharmacy, through counsel Kevin D. Devaney, timely requested an administrative hearing, which was subsequently scheduled for November 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. Castleton Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 8, 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. Castleton Pharmacy 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 Castleton Pharmacy's TDDD license, number 02-2851600.
5. Castleton Pharmacy agrees and acknowledges that this Board 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. Castleton 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 Castleton 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 Castleton Pharmacy by the Board and will NOT discharge Castleton Pharmacy from any obligation under the terms of this Agreement.
7. Castleton 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. Castleton 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 Castleton Pharmacy will operate.

10. Castleton Pharmacy 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.
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R-2026-0076

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

**IN THE MATTER OF:
CASE NO. A-2024-0396**

Madilyn Wynne Farmer, RPh
License No. 03-331482
186 Walker Ridge Road
Beaver, OH 45613

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Madilyn Farmer, 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 Madilyn Farmer 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. Madilyn Farmer is a licensed pharmacist in the state of Ohio under license number 03-331482.

FACTS

1. The Board initiated an investigation of Madilyn Farmer, pharmacist license number 03-331482, related to an error in dispensing.
2. On or about December 16, 2024, the Board sent a Notice of Opportunity for Hearing to Madilyn Farmer, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Madilyn Farmer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 16, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Madilyn Farmer agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Madilyn Farmer'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. Madilyn Farmer 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 Madilyn Farmer's pharmacist license, number 03-331482.
6. Madilyn Farmer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Madilyn Farmer understands that she has the right to be represented by counsel for review and execution of this agreement.
 8. Madilyn Farmer 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, including the Board on renewal applications or applications for a new license.
 9. Madilyn Farmer 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.
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R-2026-0077

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

**IN THE MATTER OF:
CASE NO. A-2024-0096**

MedCare Group
License No. 02-2795200
6975 W. 130th Street
Parma Heights, OH 44130

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and MedCare Group for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and minimum standards. Together, the Board and MedCare Group 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. MedCare Group is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2795200.

FACTS

1. The Board initiated an investigation of MedCare Group, Terminal Distributor of Dangerous Drugs license number 02-2795200, related to MedCare Group’s drug security and minimum standards violations..
2. On or about June 3, 2025, the Board sent a Notice of Opportunity for Hearing to MedCare Group, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. MedCare Group neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 3, 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. MedCare Group agrees to pay to the Board a monetary penalty the amount of \$3,000.00. This fine will be attached to your license record and must be paid no later than 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. MedCare Group agrees the responsible person will attend/has attended the Law and Responsible Person Review, Responsible Person 101, and Responsible Person Roundtable continuing education programs.

5. The Board hereby imposes a written reprimand on MedCare Group's TDDD license, number 02-2795200.
6. MedCare Group 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. MedCare Group 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 MedCare Group 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 MedCare Group by the Board and will NOT discharge MedCare Group from any obligation under the terms of this Agreement.
8. MedCare Group agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. MedCare Group 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 MedCare Group will operate.
11. MedCare Group 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.

R-2026-0078

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

**IN THE MATTER OF:
Case No. A-2023-0383**

**Colt Edwards
Surrendered License No. 03-443020**
1156 Trails Edge Drive
Hubbard, OH 44425

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Colt Edwards, for the purpose of resolving all issues between the parties relating to Mr. Edwards' theft of controlled substances. Together, the Board and Colt Edwards are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Colt Edwards was an Ohio-licensed pharmacist under license number 03-443020.

FACTS

1. The Board initiated an investigation of Colt Edwards, pharmacist license number 03-443020, related to Colt Edwards's theft of controlled substances from his employer Walgreens #04397.
2. The Board issued a Summary Suspension/Notice of Opportunity for Hearing to Colt Edwards on September 28, 2023.
3. On or about June 23, 2025, Colt Edwards, as part of a plea agreement in State of Ohio vs. Colt Edwards, case number 2024 CR 225, Mahoning County, Ohio Court of

Common Pleas, agreed to voluntarily surrender his license to practice pharmacy in the state of Ohio, license number 03-443020.

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. Colt Edwards neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated September 28, 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. **Colt Edwards agrees to permanently and voluntarily surrender to the Ohio Board of Pharmacy his license to practice pharmacy, license no. 03-443020, with discipline pending.**
4. **Colt Edwards agrees not to reapply for any license or registration over which the Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.**
5. Colt Edwards agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Colt Edwards understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Colt Edwards agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license.
8. Colt Edwards expressly waives the requirements of Chapter 119. of the Ohio Administrative Code, including his right to notice of an opportunity for hearing as set forth in Section 119.07 of the Ohio Revised Code, his opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. 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-2026-0079

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

**IN THE MATTER OF:
Case No. A-2025-0165**

**Midwest Dermatology Group, Inc.
License No. 02-64000737
D.B.A. Dermatology, Laser and Vein Center
c/o Dr. Shalini Gupta
9505 Montgomery Rd.
Montgomery, OH 45242**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Midwest Dermatology Group, Inc. D.B.A. Dermatology, Laser and Vein Center (Midwest Dermatology) for the purpose of resolving all issues between the parties relating to the Board investigation of the purchase of a non-FDA approved drug from an unlicensed wholesaler and various inspection violations. Together, the Board and Midwest Dermatology 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. Midwest Dermatology is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000737.

FACTS

1. The Board initiated an investigation of Midwest Dermatology, Terminal Distributor of Dangerous Drugs license number 02-64000737, related to Midwest Dermatology's purchase of a non-FDA approved drug from an unlicensed wholesaler and various inspection violations.
2. On or about June 17, 2025, the Board sent a Notice of Opportunity for Hearing to Midwest Dermatology, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about June 27, 2025, Midwest Dermatology, through counsel David Abromowitz, timely requested an administrative 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. Midwest Dermatology admits to the facts set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated June 17, 2025. The Board determines that it has evidence sufficient to sustain those facts, finds them to violate Ohio law, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Midwest Dermatology's TDDD license number 02-64000737, and reinstate the license immediately upon the effective date of this agreement.
4. Midwest Dermatology agrees to pay to the Board a monetary penalty the amount of \$25,000. 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. The total fine will be divided into increments of \$5,000 for payment purposes.
5. The Board hereby imposes a written reprimand on Midwest Dermatology's TDDD license, number 02-64000737.

6. Dr. Shalini Gupta, the Responsible Person for Midwest Dermatology, agrees to attend a Board-sponsored Responsible Person 101 presentation (one hour) within six months from the effective date of this agreement.
7. Dr. Shalini Gupta must obtain six hours of approved professional continuing education on the topics of drug storage and handling, regulatory compliance, and/or law or ethics. The professional continuing education must be completed within six months of the effective date of this Agreement. Copies of completed continuing education and proof of attendance at the Responsible Person 101 Roundtable must be emailed to legal@pharmacy.ohio.gov.
8. Midwest Dermatology 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.
9. Midwest Dermatology 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 Midwest Dermatology 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 Midwest Dermatology by the Board and will NOT discharge Midwest Dermatology from any obligation under the terms of this Agreement.
10. Midwest Dermatology agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Midwest Dermatology understands that it has the right to be represented by counsel for review and execution of this agreement.
12. 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 Midwest Dermatology will operate.
13. Midwest Dermatology 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.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
17. 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-2026-0080

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

**IN THE MATTER OF:
CASE NO. A-2025-0175**

Hyperbaric Therapy of Dublin
License No. 02-60000969
6750 Avery Muirfield Dr., Ste A1
Dublin, OH 43017

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Hyperbaric Therapy of Dublin (Hyperbaric) for the purpose of resolving all issues between the parties relating to the Board investigation of Hyperbaric's possession of drugs imported from Germany and homeopathic, over the counter, oral supplements for personal furnishing to be injected subcutaneously. Together, the Board and Hyperbaric 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. Hyperbaric is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60000969.

FACTS

1. The Board initiated an investigation of Hyperbaric, Terminal Distributor of Dangerous Drugs license number 02-80000095, related to Hyperbaric's possession of drugs imported from Germany and homeopathic, over the counter, oral supplements for personal furnishing to be injected subcutaneously.
2. On or about June 17, 2025, the Board sent a Notice of Opportunity for Hearing to Hyperbaric, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 15, 2025, Hyperbaric, through counsel Douglas E. Graff, timely requested an administrative 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. Hyperbaric admits to the facts as set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated June 17, 2025. The Board determines that it has evidence sufficient to sustain those facts, finds them to violate Ohio law, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Hyperbaric's TDDD license number 02-60000969 and reinstate the license immediately upon the effective date of this Agreement.
4. Hyperbaric agrees to pay to the Board a monetary penalty the amount of \$25,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
5. The Board hereby imposes a written reprimand on Hyperbaric's TDDD license, number 02-60000969.
6. Hyperbaric agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.

7. Hyperbaric agrees that it will not stock, furnish, or provide instruction regarding homeopathies, or non-FDA approved substances under its TDDD license and will separate TDDD-licensed activities from any complementary or integrative medicine practices offered at the clinic.
8. Hyperbaric 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.
9. Hyperbaric 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 Hyperbaric 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 Hyperbaric by the Board and will NOT discharge Hyperbaric from any obligation under the terms of this Agreement.
10. Hyperbaric agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Hyperbaric understands that it has the right to be represented by counsel for review and execution of this agreement.
12. 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 Hyperbaric will operate.
13. Hyperbaric 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.
14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

17. 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-2026-0081

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

**IN THE MATTER OF:
CASE NO. A-2024-0510**

**CVS/Pharmacy #6139
License No. 02-2012150**
710 N. Main St.
Springboro, OH 45066

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 #6139 for the purpose of resolving all issues between the parties relating to the Board investigation of CVS/Pharmacy #6139's failure to timely report to the Board an employee theft of a dangerous drug. Together, the Board and CVS/Pharmacy #6139 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 #6139 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2012150.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #6139, Terminal Distributor of Dangerous Drugs license number 02-2012150, related to CVS/Pharmacy #6139's failure to timely report to the Board an employee theft of a dangerous drug.
2. On or about May 30, 2025, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #6139, 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. No timely hearing request was received. 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 #6139 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 30, 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 #6139 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 the cart of the current Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #6139's TDDD license, number 02-2012150.
5. CVS/Pharmacy #6139 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 #6139 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 #6139 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 #6139 by the Board and will NOT discharge CVS/Pharmacy #6139 from any obligation under the terms of this Agreement.

7. CVS/Pharmacy #6139 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 #6139 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 #6139 will operate.
10. CVS/Pharmacy #6139 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-2026-0082

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

**IN THE MATTER OF:
CASE NO. A-2023-0372**

Garrettsville Family Pharmacy
License No. 02-0530000 (Inactive)
c/o Paul Marva, RPh
8295 Windham Street
Garrettsville, OH 44231

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Garrettsville Family Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of the theft of controlled substances by an employee, drug security, and minimum standards. Together, the Board and Garrettsville Family 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. Garrettsville Family Pharmacy was a licensed Terminal Distributor of Dangerous Drugs under license number 02-0530000.

FACTS

1. The Board initiated an investigation of Garrettsville Family Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0530000, related to the theft of controlled substances by an employee, drug security, and minimum standards at Garrettsville Family.
2. On or about January 22, 2025, the Board sent a Notice of Opportunity for Hearing to Garrettsville Family 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.
3. On or about February 19, 2025, Garrettsville Family Pharmacy, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for August 4, 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. Garrettsville Family Pharmacy 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. Garretttsville Family Pharmacy agrees to permanently surrender its Terminal Distributor of Dangerous Drugs license, license number 02-0530000.
4. Garretttsville Family 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.
5. Garretttsville Family 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 Garretttsville Family 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 Garretttsville Family Pharmacy by the Board and will NOT discharge Garretttsville Family Pharmacy from any obligation under the terms of this Agreement.
6. Garretttsville Family Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Garretttsville Family Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Garretttsville Family Pharmacy will operate.
9. Garretttsville Family Pharmacy explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0083

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

**IN THE MATTER OF:
CASE NO. A-2023-0373**

**Paul Marva, RPh
License No. 03-216492
3824 Biltz Road
Kent, OH 44240**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Paul Marva, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues at Garrettsville Family Pharmacy. Together, the Board and Paul Marva are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Paul Marva is a licensed pharmacist in the state of Ohio under license number 03-216492.
3. Paul Marva was the Responsible Person and owner of the now inactive Garrettsville Family Pharmacy, located at 8295 Windham Street, Garrettsville, Ohio.

FACTS

1. The Board initiated an investigation of Paul Marva, pharmacist license number 03-216492, and Garrettsville Family Pharmacy, related to theft of controlled substances by an employee.
2. On or about January 22, 2025, the Board sent a Notice of Opportunity for Hearing to Paul Marva, 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 February 14, 2024, Paul Marva, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for August 4, 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. Paul Marva 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. Paul Marva agrees to pay to the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Paul Marva's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Paul Marva 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 Paul Marva's pharmacist license, number 03-216492.
6. Paul Marva agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Paul Marva understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Paul Marva agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Paul Marva 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-2026-0084

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

**IN THE MATTER OF:
CASE NO. A-2022-0109**

KAV Health Group, LLC
c/o Vincent DeNitis
5563 Far Hills Ave.
Dayton, OH 45429-2225

**AMENDMENT TO NOVEMBER 21, 2022
SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY**

This Amendment to the November 21, 2022 Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and KAV Health Group, LLC (parties) for the purpose of amending Term 5 of the Agreement, per the request of KAV Health Group, LLC.

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

1. **Term 5, as stated in the November 21, 2022 Agreement, shall be amended as follows:**
 - a. **KAV Health Group, LLC, its current owners and operators, agree never to reapply for any license over which the Board has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code. For the avoidance of any doubt, this term shall not apply in the event that Vincent DeNittis is no longer an owner or operator of KAV Health Group, LLC.**
2. This Amendment modifies Term 5 of the November 21, 2022 Agreement, only. All other Terms are not affected by this Amendment.

R-2026-0085

Mr. Hubert moved to adjourn the August 2025 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

9:45 a.m.

The Board Meeting Adjourned.



Jeff Huston, RPh, President

Date: 10.07.2025



Steven W. Schierholt, Executive Director

Date: 10.07.2025