

MINUTES OF THE OCTOBER 7 AND 8, 2024
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, October 7, 2024**10:01 a.m.**

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

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

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

10:01 a.m.

Ms. Ferris, *Presiding*, administered the Oath of Office to new Public Member, Leonard Hubert.

OATH OF OFFICE

Oath of New Member - Mindy Ferris swearing in Leonard Hubert

I, Leonard Hubert, as a member of the Ohio Board of Pharmacy, do solemnly swear to uphold the Constitution of the United States and the State of Ohio;

to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the state of Ohio;

and carry out the responsibilities of the Board as mandated by the laws of the state of Ohio without bias or prejudice, so help me God.

10:03 a.m.

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

R-2025-0146

Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

10:42 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0147

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

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2024-0152

In The Matter Of:

Thomas Glazier

581 Brackenridge Road

Vincent, OH 45784

License No. 03-319913

INTRODUCTION

The Matter of Thomas Glazier came for hearing on October 7, 2024, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, Vice President; Trina Buettner, RPh; Anthony Buchta, Sr., RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

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

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

1. David Ryan

Respondent's Witnesses:

1. Thomas Glazier

State's Exhibits:

1. Notice Letter

2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Statement of Respondent
6. Statement of Charles Massey
7. Statement of Travis Cutshaw
8. Spreadsheet of Drug Losses

Respondent's Exhibits:

- A. Current PRO contract, letter from PRO Exec. Director and UDS results
- B. Chemical dependency treatment documentation (under seal)
- C. 12 Step meeting attendance
- D. Resume
- E. Continuing Education documentation
- F. Letters of Support
- G. Updated 12 Step meeting attendance

FINDINGS OF FACT

The Respondent stipulated to the Allegations in the Summary Suspension/Notice of Opportunity for Hearing dated May 2, 2024. 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 January 1, 2024, to on or about April 23, 2024, Thomas Glazier stole controlled substances from his employer, Fruth Pharmacy #15, located at 1401 Washington Blvd., Belpre, Ohio. Thomas Glazier stole the following controlled substances:
 - a. Hydrocodone/apap 5/325mg, approximately 232 tablets, a Schedule II controlled substance.
 - b. Hydrocodone/apap 7.5/325mg, approximately 3 tablets, a Schedule II controlled substance.
2. On or about April 23, 2024, Thomas Glazier was interviewed by an agent of the Board. Thomas Glazier made the following statements:

- a. Thomas Glazier admitted to stealing hydrocodone/apap from his employer, Fruth Pharmacy.
- b. Thomas Glazier stated he stole approximately two tablets of hydrocodone/apap from Fruth Pharmacy every shift he worked beginning in January 2024 to April 23, 2024.
- c. Thomas Glazier stated he could potentially be dependent on hydrocodone.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule II controlled substance).
2. Such conduct as set forth in paragraph (1)(a) of the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of a Schedule II controlled substance, the amount of the drug involved equals or exceeds the bulk amount but is less than five times the bulk amount.
3. Such conduct as set forth in paragraph (1)(b) of the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of a Schedule II controlled substance.
4. Such conduct as set forth in the Findings of Fact constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2023:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72

of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and

- d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
5. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
 - d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
 - e. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(n).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Thomas Glazier on May 2, 2024.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-319913, held by Thomas Glazier and such suspension is effective as of the date of the mailing of this Order.

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

Further, after 12 months from the effective date of the Summary Suspension, the Board will consider any petition filed by Thomas Glazier for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Thomas Glazier must maintain a current address with the Board throughout the duration of the suspension.
2. Thomas Glazier must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Thomas Glazier should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Thomas Glazier to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. **Random, observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

- e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Thomas Glazier in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Thomas Glazier must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 3. Thomas Glazier shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Thomas Glazier reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 4. Thomas Glazier shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Thomas Glazier reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 5. Thomas Glazier must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Thomas Glazier to possible additional sanctions, including and up to revocation of license.
 - 6. Thomas Glazier must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.

7. Thomas Glazier must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. The Board will determine the appropriate terms of probation, as applicable, based on the evidence presented at the reinstatement hearing. If reinstatement is not accomplished within three years of the effective date of the summary suspension, Thomas Glazier must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
9. Thomas Glazier must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
10. When deemed appropriate by the Board, Thomas Glazier must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Thomas Glazier must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other

approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.

13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
14. Periods during which Thomas Glazier is not in compliance with all terms of suspension shall toll the length of time of suspension during which Thomas Glazier was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If Thomas Glazier's employment is related to the practice of pharmacy, Thomas Glazier must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Thomas Glazier holds a professional license or applies for a professional license, all persons who provide Thomas Glazier chemical dependency treatment monitoring, and law enforcement and court personnel if Thomas Glazier has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
16. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Thomas Glazier's license.

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

Trina Buettner moved for Findings of Fact; T.J. Grimm seconded the motion. Motion passed (Yes-8/No-0).

Trina Buettner moved for Conclusions of Law; T.J. Grimm seconded the motion. Motion passed (Yes-8/No-0).

Trina Buettner moved for Action of the Board; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-1).

SO ORDERED.

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- 10:55 a.m.** The Board took a brief recess.
- 11:05 a.m.** The Board returned to public session and was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Hussein Zein El-Khatib, RPh, Northville, Michigan.**
- R-2025-0148** Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.
- 11:48 a.m.** The deliberation ended and the hearing opened to the public.
- R-2025-0149** After votes were taken in public session, the Board adopted the following order in the Hussein Zein El-Khatib, Northville, Michigan.
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ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2022-0513)

In The Matter Of:

Hussein Zein El-Khatib, RPh

17919 Crestbrook Dr.

Northville, MI 48168

(License no. 03-230760)

INTRODUCTION

The Matter of Hussein El-Khatib came for hearing on October 7, 2024, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Hussein El-Khatib was represented by LaTawnda Moore. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. None

Respondent's Witnesses:

1. Hussein El-Khatib, RPh

State's Exhibits:

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

Respondent's Exhibits:

- A. Hussein Zein El-Khatib, RPh CV
- B. March 30, 2023 PRO Contract
- C. September 19, 2024 Letter from Andy Pierron, RPh, PRO Executive Director
- D. June 23, 2023 Certificate of Completion from Glenbeigh Outpatient Centers
- E. UDS logs
- F. AA logs
- G. CE certificates
- H. Letters of Support
- I. Letter of Support (under seal)
- J. Letters of Support

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Hussein El-Khatib has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2022-0513, dated March 9, 2023.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-230760, held by Hussein El-Khatib to practice pharmacy in Ohio, effective upon submission of all applicable license renewal application

requirements. Hussein El-Khatib's license is subject to a period of probation for five years beginning on the effective date of reinstatement, with the following conditions:

1. Hussein El-Khatib must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Hussein El-Khatib should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Hussein El-Khatib to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Hussein El-Khatib in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Hussein El-Khatib must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.

- a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Hussein El-Khatib shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Hussein El-Khatib reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Hussein El-Khatib shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Hussein El-Khatib reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Hussein El-Khatib must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Hussein El-Khatib's progress towards recovery and what Hussein El-Khatib has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
6. Hussein El-Khatib must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Hussein El-Khatib holds a professional license or applies for a professional license, and all persons who provide Hussein El-Khatib chemical

dependency treatment or monitoring, during the effective period of this order or agreement.

7. Other terms of probation are as follows:

- a. Hussein El-Khatib must meet at least annually with the Board's Probation Committee, the first meeting to be held October 6, 2025. Additional periodic appearances may be requested.
- b. The Ohio Board of Pharmacy hereby declares that Hussein El-Khatib's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
- c. Hussein El-Khatib must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
- d. Hussein El-Khatib may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
- e. Hussein El-Khatib may not engage in a consult agreement, unless approved by the board.
- f. Hussein El-Khatib may not destroy, assist in, or witness the destruction of controlled substances.
- g. Hussein El-Khatib may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
- h. Hussein El-Khatib must not violate the drug laws of Ohio, any other state, or the federal government.
- i. Hussein El-Khatib must abide by the rules of the Ohio Board of Pharmacy.
- j. Hussein El-Khatib must comply with the terms of this Order.
- k. Hussein El-Khatib's license is deemed not in good standing until successful completion of the probationary period.

- I. Hussein El-Khatib must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
8. When deemed appropriate by the Board, Hussein El-Khatib must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
9. Hussein El-Khatib may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
10. Hussein El-Khatib must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Hussein El-Khatib to possible additional sanctions, including and up to revocation of license.
11. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Hussein El-Khatib's license.
12. Periods during which Hussein El-Khatib is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

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 Respondent's exhibit I.

Ms. Pfaff moved for Findings of Fact and Decision of the Board; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2025-0150

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

12:00 p.m.

Steven Schierholt leaves the Board meeting.

1:30 p.m.

The Board returned to public session and discussed a continuance request from Limelight Laser and Medical Spa, Cincinnati, Ohio. The continuance request was approved.

1:34 p.m.

The Board took a brief recess.

1:36 p.m.

The Board returned to public session and was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Angela Kreuter, Johnstown, Ohio.**

R-2025-0151

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. Huston and approved by the Board: Yes-8, No-0.

2:01 p.m.

The deliberation ended and the hearing opened to the public.

R-2025-0152

After votes were taken in public session, the Board adopted the following order in the Matter of Angela Kreuter, Johnstown, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2021-0416)

In The Matter Of:

Angela Kreuter, RPh

121 Dutch Ridge Way

Johnstown, Ohio 43031

(License no. 03-228197)

INTRODUCTION

The Matter of Angela Kreuter came for hearing on October 7, 2024, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Angela Kreuter was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. None

Respondent's Witnesses:

1. Angela Kreuter, RPh

State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order
4. Evaluation Report

Respondent's Exhibits:

1. Letter from the Court
2. Character Letter
3. Character Letter
4. Character Letter

5. Character Letter
6. Character Letter
7. Character Letter
8. Character Letter
9. Character Letter
10. Letter from provider
11. CPE Monitor Activity Transcript

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Angela Kreuter has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2021-0416, dated January 18, 2022.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-228197, held by Angela Kreuter to practice pharmacy in Ohio, effective upon submission of all applicable license renewal application requirements.

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: 1 and 4.

Mr. Huston moved for Findings of Fact and Decision of the Board; Mr. Grimm seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2025-0153

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

3:50 p.m.

The Board adjourned for the day.

Tuesday, October 8, 2024**9:02 a.m.**

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

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

Absent: Mindy Ferris, *President*; and Rich Miller, RPh

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

9:05 a.m.

Mr. Grimm presented a resolution for N. Victor Goodman – Public Member of the Ohio Board of Pharmacy.

R-2025-0154

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

The State of Ohio**Board of Pharmacy****RESOLUTION OF THE BOARD**

WHEREAS, N. Victor Goodman has served the citizens of Ohio with distinction as a member of the State of Ohio Board of Pharmacy following his appointment by governor mike DeWine in 2020;

WHEREAS, during his commendable term in this appointment, Mr. Goodman maintained the highest professional standards and demonstrated the admirable traits of integrity, intelligence, and impartiality in matters concerning the profession of pharmacy; therefore

BE IT RESOLVED that we, the Members of the State of Ohio Board of Pharmacy, in the Board's one hundred fortieth year, do hereby express our profound appreciation to N.

Victor Goodman, for his service and recognize him for his commitment to the health and safety of the citizens of Ohio;

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

N. Victor Goodman

On this 8th day of October 2024

at the State of Ohio Board of Pharmacy, Columbus, Ohio

9:06 a.m. Mr. McNamee provided the Legislative Report and introduced Isabella Blankenship, Fellow, from The Ohio State University, College of Pharmacy.

9:06 a.m. Mr. McNamee presented a resolution titled Sale of Non-Controlled Medications by Local Health Departments and a resolution titled Appointment of the Controlled Substance Advisory Committee*.

R-2025-0155 Ms. Buettner moved that the Board approve the Resolution titled Sale of Non-Controlled Medications by Local Health Departments. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

****Indicates resolutions was authorized by the Board President in accordance with a Board resolution adopted on May 5, 2020.***

1) Sale of Non-Controlled Medications by Local Health Departments*

The Board hereby authorizes a local health department, as defined in rule 4729:5-3-09 of the Administrative Code, to engage in the occasional sale of non-controlled dangerous drugs to any other local health department in this state holding a terminal distributor of dangerous drugs. Each local health department shall comply with the applicable recordkeeping rules set forth in division 4729:5 of the Administrative Code. (Authorized 9.6.2024)

R-2025-0156 Ms. Buettner moved that the Board approve the Resolution titled Appointment of the Controlled Substance Advisory Committee. The motion was seconded by Mr. Buchta

and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

2) Appointment of the Controlled Substance Advisory Committee

Pursuant to OAC 4729-2-02, the Ohio Board of Pharmacy hereby appoints the following members of the Controlled Substance Advisory Committee:

- Ara Mekhjian, Ohio Attorney General's Office.
- Miranda Williams, Ohio Department of Health.
- Tim Bodle, Ohio Department of Mental Health and Addiction Services.
- Dr. Dennis Summers, Ohio Department of Agriculture.
- James Smith, Ohio Department of Public Safety.
- Dr. Thomas Gilson, Cuyahoga County Medical Examiner.
- Natalie Rine, PharmD, Director of Central Ohio Poison Center – Nationwide Children's Hospital
- Jason Holdren, Gallia County Prosecutor.
- Dr. Hannah Hays, medical toxicologist, Nationwide Children's Hospital.
- Dr. Kenneth Yeager, Ohio Chemical Dependency Board.

9:12 a.m.

Ms. Blankenship presented rules 4729:1-3-02 | *Immunization administration by pharmacists (AMEND)*, 4729:2-3-03 | *Immunization administration by pharmacy interns (AMEND)*, 4729:3-3-06 | *Immunization administration by certified and registered pharmacy technicians (AMEND)* to the Board for approval.

R-2025-0157

Ms. Pfaff moved that the Board approve rules 4729:1-3-02 | *Immunization administration by pharmacists (AMEND)*, 4729:2-3-03 | *Immunization administration by pharmacy interns (AMEND)*, 4729:3-3-06 | *Immunization administration by certified and registered pharmacy technicians (AMEND)* for filing with CSI and JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0.

9:22 a.m.

Mr. McNamee presented rules 4729:5-3-04 | *Verification of licensure prior to sale or purchase (AMEND)*, 4729:5-3-09 | *Occasional sale and drug transfers (AMEND)*, 4729:9-1-01.1 | *Kratom (RESCIND)*, 4729:9-2-01 | *Standard Pharmaceutical Reference Manual (NO CHANGE)*, 4729:9-3-01 | *Sale of Distribution of Ephedrine-Containing Products (NEW)*, 4729:5-10-01 | *Definitions - drug repository programs (NO CHANGE)*, 4729:5-10-02 | *Eligibility requirements for a pharmacy, hospital, or nonprofit (NO CHANGE)*, 4729:5-10-03 | *Donating drugs (NO CHANGE)*, 4729:5-10-05 | *Eligibility requirements to receive drugs*

(NO CHANGE), 4729:5-10-06 | Donor and recipient forms (NO CHANGE), 4729:4-1-03 | Requirements for approved treatment providers (NO CHANGE), 4729:4-1-06 | Requirements for approved monitoring programs (NO CHANGE), 4729:5-8-01 | Definitions (NO CHANGE), 4729:5-8-02 | Licensure (NO CHANGE), 4729:10-1-02 | Authorized collectors (NO CHANGE), 4729:5-17-01 | Medical Oxygen, Nitrous Oxide, Medical Gases and Dialysis Solutions - Definitions (NO CHANGE), Rule 4729:5-17-02 | Medical Oxygen - General Provisions (NO CHANGE), Rule 4729:5-17-03 | Nitrous Oxide - General Provisions (NO CHANGE), Rule 4729:5-17-04 | Compressed Medical Gasses - General Provisions and Safety Program (NO CHANGE), Rule 4729:5-17-05 | Dialysis Solutions - General Provisions, Rule 4729:3-5-03 | Veteran and military family provisions related to continuing education (AMEND), Rule 4729:5-2-06 | Zoning Requirements for Terminal Distributors of Dangerous Drugs (NEW), Rule 4729:8-3-03 | Electronic format required for the transmission of drug sales (RESCIND CURRENT / NEW), Rule 4729:8-1-01 | Ohio Automated Rx Reporting System - Definitions (AMEND), Rule 4729:8-2-01 | List of drugs to be reported (NO CHANGE), Rule 4729:8-2-02 | Additional drugs to be reported (NO CHANGE), Rule 4729:8-3-01 | Entities required to submit information (AMEND), Rule 4729:8-3-02 | Information required for submission (AMEND), Rule 4729:8-3-04 | Frequency requirements for submitting drug database information (AMEND), Rule 4729:8-3-02.1 | Supplemental information required for submission (NEW), Rule 4729:8-3-05 | Corrections to the drug database (AMEND), Rule 4729:8-4-01 | Procedures for obtaining drug database information and access by peer review committees (AMEND), Rule 4729:8-4-02 | Extension to the information storage requirements and the provision of database statistics (NO CHANGE), and Rule 4729:8-4-03 | Access to opioid treatment program data provided by the Ohio department of mental health and addiction services (AMEND).

10:07 a.m.

Mr. Huston announced the Mr. Miller entered the meeting at 9:51 a.m.

R-2025-0158

Mr. Buchta moved that the Board approve rules 4729:5-3-04 | Verification of licensure prior to sale or purchase (AMEND), 4729:5-3-09 | Occasional sale and drug transfers (AMEND), 4729:9-1-01.1 | Kratom (RESCIND), 4729:9-2-01 | Standard Pharmaceutical Reference Manual (NO CHANGE), 4729:9-3-01 | Sale of Distribution of Ephedrine-Containing Products (NEW), 4729:5-10-01 | Definitions - drug repository programs (NO CHANGE), 4729:5-10-02 | Eligibility requirements for a pharmacy, hospital, or nonprofit (NO CHANGE), 4729:5-10-03 | Donating drugs (NO CHANGE), 4729:5-10-05 | Eligibility requirements to receive drugs (NO CHANGE), 4729:5-10-06 | Donor and recipient forms (NO CHANGE), 4729:4-1-03 | Requirements for approved treatment providers (NO CHANGE), 4729:4-1-06 | Requirements for approved monitoring programs (NO CHANGE), 4729:5-8-01 | Definitions (NO CHANGE), 4729:5-8-02 | Licensure (NO CHANGE), 4729:10-1-02 | Authorized collectors (NO CHANGE), 4729:5-17-01 | Medical Oxygen, Nitrous Oxide, Medical Gases and Dialysis Solutions - Definitions (NO CHANGE), Rule 4729:5-17-02 | Medical Oxygen - General Provisions (NO CHANGE), Rule 4729:5-17-03 | Nitrous Oxide - General Provisions (NO CHANGE), Rule 4729:5-17-04 | Compressed Medical Gasses - General Provisions and Safety Program (NO CHANGE), Rule 4729:5-17-05 | Dialysis Solutions - General Provisions, Rule 4729:3-5-03 | Veteran and military family provisions related to continuing education

(AMEND), Rule 4729:5-2-06 | Zoning Requirements for Terminal Distributors of Dangerous Drugs (NEW), Rule 4729:8-3-03 | Electronic format required for the transmission of drug sales (RESCIND CURRENT / NEW), Rule 4729:8-1-01 | Ohio Automated Rx Reporting System - Definitions (AMEND), Rule 4729:8-2-01 | List of drugs to be reported (NO CHANGE), Rule 4729:8-2-02 | Additional drugs to be reported (NO CHANGE), Rule 4729:8-3-01 | Entities required to submit information (AMEND), Rule 4729:8-3-02 | Information required for submission (AMEND), Rule 4729:8-3-04 | Frequency requirements for submitting drug database information (AMEND), Rule 4729:8-3-02.1 | Supplemental information required for submission (NEW), Rule 4729:8-3-05 | Corrections to the drug database (AMEND), Rule 4729:8-4-01 | Procedures for obtaining drug database information and access by peer review committees (AMEND), Rule 4729:8-4-02 | Extension to the information storage requirements and the provision of database statistics (NO CHANGE), and Rule 4729:8-4-03 | Access to opioid treatment program data provided by the Ohio department of mental health and addiction services (AMEND) for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

10:12 a.m. Ms. Defiore-Hyrmer provided the OARRS Report.

10:17 a.m. Mr. Griffin provided the Compliance and Enforcement Report.

10:18 a.m. The Board took a brief recess.

10:31 a.m. The Board returned to public session and was joined by Assistant Attorney General Meagan Van Brocklin to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Amanda Gilliland, Columbus, Ohio**.

R-2025-0159 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. Miller and approved by the Board: Yes-7, No-0.

12:29 p.m. The deliberation ended and the hearing opened to the public.

R-2025-0160 Mr. Grimm moved to dismiss the Notices of Opportunity for Hearing/Proposals to Deny Application, dated September 16, 2024, for **Amanda Gilliland, Columbus, Ohio** (A-2024-0377 & A-2024-0397), and further moved to grant the pharmacy intern license and approve authorization to test for the pharmacist license. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

- 12:32 p.m.** The Board took a brief recess.
- 12:40 p.m.** The Board returned to public session and Ms. Southard provided the Licensing Report.
- 12:42 p.m.** Ms. Southard presented the Reciprocity/FPGEC Request from Hany Botros fka Hani Abdelmalek – Myrtle Beach, South Carolina (061000019) to the Board for consideration.
- Ms. Pfaff moved that the Board grant Hany Botros fka Hani Abdelmalek’s request. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.
- 12: 47 a.m.** Ms. Southard presented the Non-Pharmacy Internship Credit Request from Asmaa Althebani – Columbus, Ohio (061000082) to the Board for consideration.
- R-2025-0161** Mr. Grimm moved that the Board approve Asmaa Althebani for up to five hundred (500) experience hours. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.
- 12:49 a.m.** Ms. Southard led a discussion on Pharmacy Practice-Specific Specialty Certification Programs:
- 4729:1-5-01 Ohio Administrative Code Rule 4729:1-5-01 Pharmacist continuing education - definitions
- 12:54 p.m.** Ms. Wai presented requests from Clinica Latina and Columbus Free Clinic (CFC) to waive the 6:1 Pharmacist to Intern ratio requirement.
- R-2025-0162** Ms. Pfaff moved to approve the requests of Clinica Latina and CFC to waive the 6:1 Pharmacist to Intern ratio requirement. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.
- 12:59 p.m.** Ms. Wai presented a request from the Columbus Blue Jackets Hockey Club for an exemption to rule 4729:5-3-13 | Temporary removal of dangerous drugs from a licensed location.
- R-2025-0163** Mr. Grimm moved to approve the request of the Columbus Blue Jackets Hockey Club for an exemption to rule 4729:5-3-13 | Temporary removal of dangerous drugs from a licensed location. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.

- 1:02 p.m.** Ms. Wai provided an update on the Kroger Pilot Project – Kroger Health Parata Return to Stock and requested that the Kroger Pilot Project be allowed to continue indefinitely.
- R-2025-0164** Mr. George moved to approve the request of Kroger Health to continue the Kroger Pilot Project – Kroger Health Parata Return to Stock. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 1:09 p.m.** Ms. Maerten-Moore provided the Legal Report.
- 1:09 p.m.** Ms. Saadey led a discussion on updating the Disqualifying Offenses for Application for Licensure or Registration guidance document.
- R-2025-0165** Mr. George moved to approve the updates to the Disqualifying Offenses for Application for Licensure or Registration guidance document. The motion was seconded by Mr. Miller and approved by the Board: Yes-7, No-0.
- 1:16 p.m.** Mr. McNamee presented rules 4729:7-3-04 | *Immediate-Use, Sterile Non-Hazardous Drugs Compounded by a Prescriber (AMEND)* and 4729:7-1-01 | *Compounding references and enforcement (AMEND)* to the Board for approval. Approval of the rules was tabled for more information.
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- R-2025-0166** After votes were taken in public session, the Board adopted the following order in the Matter of **Tina Nicole Robinette, Columbus, Ohio**.
-

**BEFORE THE OHIO BOARD OF PHARMACY
(Case No. A-2022-0104)**

**In the Matter of
Tina Nicole Robinette**
573 Frebis Ave.
Columbus, OH 43206
Respondent.

Pending Registration No. APP-000505684

FINAL ORDER OF THE OHIO BOARD OF PHARMACY

Tina Nicole Robinette (“Respondent”) submitted an application for registration as a pharmacy technician trainee (“Application”) to Ohio Board of Pharmacy on August 31,

2021. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Technician Registration ("Notice") to Respondent on May 5, 2024, via personal service. Pursuant to Ohio Revised Code (ORC) Section 119.07, Respondent had a right to a hearing if requested within 30 days of service. Respondent failed to do so. Accordingly, no hearing was held and the matter was brought before the Board on October 7, 2024, for final adjudication pursuant to ORC 119.07, 4729.16(F), and 4729.96(D).

WHEREFORE, after review of the administrative record, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119.

WHEREFORE, after review of the administrative record and pursuant to ORC 4729.96(A)(1) and Ohio Administrative Code (OAC) 4729:3-4-01(B), the Board finds and concludes that Respondent engaged in conduct set forth in ORC 4729.96(A)(2) and OAC 4729:3-4-01(C) and all violations of law as described in the Notice. Further, the Board has considered the factors set forth in ORC 9.79(D)(1) and finds that Respondent's convictions, judicial findings of guilt, or pleas of guilty disqualify Respondent from receiving the technician trainee registration. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. Respondent may not apply for any license or registration over which the Board has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twenty-four months from the date of this Order, as set forth in OAC 4729:3-1-01(U).
3. Respondent is prohibited from working or otherwise serving in any capacity that requires a license or registration under ORC Chapter 4729.

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

Jason George, RPh, moved for the findings and decision of the Board. Rich Miller, RPh, seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

| | |
|---------------------------|--|
| <u>R-2025-0167</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on September 18, 2023, in the matter of Cardinal Health (Case No. A-2022-0462). |
| <u>R-2025-0168</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on September 18, 2023, in the matter of Cardinal Health (Case No. A-2022-0464). |
| <u>R-2025-0169</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on September 18, 2023, in the matter of The Harvard Drug Group (Case No. A-2022-0465). |
| <u>R-2025-0170</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on September 18, 2023, in the matter of The Harvard Drug Group (Case No. A-2022-0466). |
| <u>R-2025-0171</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on June 21, 2024, in the matter of Eric Vogelsong (Case No. A-2024-0175). |
| <u>R-2025-0172</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on July 23, 2024, in the matter of Kushal Bhatt (Case No. A-2024-0233). |
| <u>R-2025-0173</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on June 24, 2024, in the matter of Tami Regule (Case No. A-2024-0177). |
| <u>R-2025-0174</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on July 19, 2024, in the matter of Kevin Hornbeck (Case No. A-2024-0226). |
| <u>R-2025-0175</u> | Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on July 19, 2024, in the matter of Healthdirect Institutional Pharmacy Services, Inc. (Case No. A-2021-0268). |

R-2025-0176

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

IN THE MATTER OF:
CASE NO. A-2022-0439
Amandeep Sharma, RPh
License No. 03-328423
7543 Eleventh Hour Lane
West Chester, OH 45069

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Amandeep Sharma, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of following compounding guidelines and license verification. Together, the Board and Amandeep Sharma 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. Amandeep Sharma is a licensed pharmacist in the state of Ohio under license number 03-328423.
3. Amandeep Sharma was the Responsible Person of Jungle Jim’s Pharmacy, located at 5484 Dixie Highway, Fairfield, Ohio.

FACTS

1. The Board initiated an investigation of Amandeep Sharma, pharmacist license number 03-117432, and Jungle Jim’s Pharmacy, related to following compounding guidelines and license verification.

2. On or about December 11, 2023, the Board sent a Notice of Opportunity for Hearing to Amandeep Sharma, 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 January 3, 2024, Amandeep Sharma, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for August 6, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Amandeep Sharma neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 11, 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. Amandeep Sharma agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Amandeep Sharma'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. Amandeep Sharma 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 Amandeep Sharma's pharmacist license, number 03-328423.
6. Amandeep Sharma agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Amandeep Sharma understands that he has the right to be represented by counsel for review and execution of this agreement.

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

R-2025-0177

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

**IN THE MATTER OF:
CASE NO. A-2023-0155**

Gary Reed, RPh
License No. 03-127201
3308 PennyRoyal Rd.
Franklin, OH 45005

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Gary Reed, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Gary Reed 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. Gary Reed is a licensed pharmacist in the state of Ohio under license number 03-127201.
3. Gary Reed is the owner of Carlise Pharmacy, located at 771 Central Avenue, Carlisle, Ohio.

FACTS

1. The Board initiated an investigation of Gary Reed, pharmacist license number 03-127201, and Carlise Pharmacy, related to an employee of Carlise performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about May 23, 2024, the Board sent a Notice of Opportunity for Hearing to Gary Reed, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about June 7, 2024, Gary Reed, through counsel Cori Haper, timely requested an administrative hearing, which was subsequently scheduled for February 5, 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. Gary Reed neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 23, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Gary Reed agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Gary Reed'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 Gary Reed's pharmacist license, number 03-127201.
5. Gary Reed agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Gary Reed understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Gary Reed 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. Gary Reed explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other

provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0178

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

**IN THE MATTER OF:
CASE NO. A-2023-0154**

Carlise Pharmacy
License No. 02-2446000
c/o Sabrina Serbinski, RPh
771 Central Avenue
Carlisle, OH 45005

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Carlise Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of a technician working without being properly registered with the Board. Together, the Board and Carlise 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. Carlise Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2446000.

FACTS

1. The Board initiated an investigation of Carlise Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2446000, related to Carlise Pharmacy’s having a technician working without being properly registered with the Board.

2. On or about May 23, 2024 the Board sent a Notice of Opportunity for Hearing to Carlise 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 June 7, 2024, Carlise Pharmacy, through counsel Cori Haper, timely requested an administrative hearing, which was subsequently scheduled for February 5, 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. Carlise Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 23, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Carlise Pharmacy agrees to pay to the Board a monetary penalty the amount of \$500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Carlise Pharmacy's TDDD license, number 02-24460000.
5. Carlise Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Carlise 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 Carlise 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 Carlise Pharmacy by the Board and will NOT discharge Carlise Pharmacy from any obligation under the terms of this Agreement.

7. Carlise 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. Carlise 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 Carlise Pharmacy will operate.
10. Carlise 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.

R-2025-0179

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

**IN THE MATTER OF:
CASE NO. A-2024-0201**

Thomas Cordeiro
License No. 03-126121
150 Bee St Apt 602
Charleston, SC 29401

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 Thomas Cordeiro, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Thomas Cordeiro's failure to comply with the continuing education requirements of Rule 4729:1-5-02 of the Ohio Administrative Code (OAC). Together, the Board and Thomas Cordeiro 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. Thomas Cordeiro is a licensed pharmacist in the state of Ohio under license number 03-126121.

FACTS

1. The Board initiated an investigation of Thomas Cordeiro, pharmacist license number 03-126121, based on the results of a continuing education audit.
2. On or about June 21, 2024, the Board sent a Notice of Opportunity for Hearing to Thomas Cordeiro, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their 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. Thomas Cordeiro neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 21, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Thomas Cordeiro agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Thomas Cordeiro's license record and must be paid no later than 90 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. Thomas Cordeiro must obtain 60 hours of approved continuing pharmacy education (6.0 CEUs) with 4 hours in patient safety (ACPE – 05) and 4 hours in law (ACPE – 03), which may not also be used for license renewal. The 6.0 CEUs must be completed by the next continuing education reporting period which concludes on September 15, 2025. The Board will automatically audit compliance with this term by review of NABP's CPE Monitor Program and the Board's CE Program.
5. The Board hereby imposes a written reprimand on Thomas Cordeiro's pharmacist license, number 03-126121.
6. Thomas Cordeiro agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Thomas Cordeiro understands that they have the right to be represented by counsel for review and execution of this agreement.
8. Thomas Cordeiro 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 they currently hold a professional license, including the Board on renewal applications or applications for a new license.
9. Thomas Cordeiro explicitly waives their opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

R-2025-0180

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

**IN THE MATTER OF:
CASE NO. A-2020-0400**

Community Mercy Home Care Services Pharmacy

License No. 02-1252950

c/o Michael Pellek, RPh
9963 Cincinnati-Dayton Rd.
West Chester, OH 45069

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Community Mercy Home Care Services Pharmacy ("CMHC") for the purpose of resolving all issues between the parties relating to the Board investigation of CMHC/Amerimed's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019. Together, the Board and CMHC 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. CMHC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1252950.

FACTS

1. The Board initiated an investigation of CMHC, Terminal Distributor of Dangerous Drugs license number 02-1252950, related to CMHC/Amerimed's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019.
2. On or about August 25, 2023, the Board sent a Notice of Opportunity for Hearing to CMHC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about September 22, 2023, CMHC timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024. CMHC subsequently requested a continuance, and the administrative hearing was rescheduled for October 9, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CMHC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. CMHC agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. CMHC agrees to schedule and pay for its responsible person to attend a Board-approved responsible person continuing education course no later than six months from the effective date of this Agreement.

5. The Board hereby imposes a written reprimand on CMHC's TDDD license, number 02-1252950.
6. CMHC 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. CMHC 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 CMHC 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 CMHC by the Board and will NOT discharge CMHC from any obligation under the terms of this Agreement.
8. CMHC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. CMHC 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 CMHC will operate.
11. CMHC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2025-0181

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

**IN THE MATTER OF:
CASE NO. A-2020-0399**

Tim D. Smith, RPh
License No. 03-132385
970 Arnold Palmer Dr.
Loveland, OH 45140

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Tim D. Smith, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Community Mercy Home Care Services Pharmacy ("CMHC")/Amerimed, LLC's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019 when Tim D. Smith was the Responsible Person at Amerimed. Together, the Board and Tim D. Smith 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. Tim D. Smith is a licensed pharmacist in the state of Ohio under license number 03-132385.
3. Tim D. Smith is the Responsible Person of Amerimed, LLC, located at 9961 Cincinnati-Dayton Rd., West Chester, Ohio.

FACTS

1. The Board initiated an investigation of Tim D. Smith, pharmacist license number 03-132385, related to CMHC/Amerimed's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019 when Tim D. Smith was the Responsible Person at Amerimed.
2. On or about August 25, 2023, the Board sent a Notice of Opportunity for Hearing to Tim D. Smith, 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 September 22, 2023, Tim D. Smith timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024. Tim D. Smith subsequently requested a continuance, and the administrative hearing was rescheduled for October 9, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Tim D. Smith neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Tim D. Smith agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Tim D. Smith'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. Tim D. Smith must obtain 6 hours of approved continuing pharmacy education (0.6 CEUs) in sterile compounding, which may not also be used for license renewal. The 0.6 CEUs must be completed within 90 days from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. The Board hereby imposes a written reprimand on Tim D. Smith's pharmacist license, number 03-132385.
6. Tim D. Smith agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Tim D. Smith understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Tim D. Smith 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. Tim D. Smith explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0182

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

**IN THE MATTER OF:
CASE NO. A-2020-0398**

Amerimed, LLC
License No. 02-0620050
c/o Michael Pellek, RPh
9961 Cincinnati-Dayton Rd.
West Chester, OH 45069

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Amerimed, LLC ("Amerimed") for the purpose of resolving all issues between the parties relating to the Board investigation of Community Mercy Home Care Services Pharmacy ("CMHC")/Amerimed's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019. Together, the Board and Amerimed 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. Amerimed is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0620050.

FACTS

1. The Board initiated an investigation of Amerimed's Terminal Distributor of Dangerous Drugs license number 02-0620050, related to CMHC/Amerimed's failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019.
2. On or about August 25, 2023, the Board sent a Notice of Opportunity for Hearing to Amerimed, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about September 22, 2023, Amerimed timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024. Amerimed subsequently requested a continuance, and the administrative hearing was rescheduled for October 9, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Amerimed neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Amerimed agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Amerimed agrees to schedule and pay for its responsible person to attend a Board-approved responsible person continuing education course no later than six months from the effective date of this Agreement.
5. The Board hereby imposes a written reprimand on Amerimed's TDDD license, number 02-0620050.
6. Amerimed 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. Amerimed 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 Amerimed 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 Amerimed by the Board and

will NOT discharge Amerimed from any obligation under the terms of this Agreement.

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

R-2025-0183

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

**IN THE MATTER OF:
CASE NO. A-2023-0355**

Cherish Medspa LLC, DBA LYV The Wellness Space**License No. 02-62000598**

c/o Jeremy Stich, M.D.

1870 W 25th St. Lower Level

Cleveland, OH 44113

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and LYV The Wellness Space for the purpose of resolving all issues between the parties relating to the Board investigation of minimum standards requirements violations. Together, the Board and LYV The Wellness Space 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. LYV The Wellness Space is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62000598.

FACTS

1. The Board initiated an investigation of LYV The Wellness Space, Terminal Distributor of Dangerous Drugs license number 02-62000598, related to LYV The Wellness Space’s minimum standards requirements violations.
2. On or about May 6, 2024, the Board sent a Notice of Opportunity for Hearing to LYV The Wellness Space, 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 13, 2024, LYV The Wellness Space, through counsel Kristina Dahmann, timely requested an administrative hearing, which was subsequently scheduled for January 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. LYV The Wellness Space neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 6, 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. LYV The Wellness Space agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on LYV The Wellness Space's TDDD license, number 02-62000598.
5. LYV The Wellness Space agrees that its Responsible Person will attend a Board-approved responsible person continuing education course.
6. LYV The Wellness Space 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. LYV The Wellness Space 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 LYV The Wellness Space 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 LYV The Wellness Space by the Board and will NOT discharge LYV The Wellness Space from any obligation under the terms of this Agreement.
8. LYV The Wellness Space agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. LYV The Wellness Space 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 LYV The Wellness Space will operate.
11. LYV The Wellness Space explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
15. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0184

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

**IN THE MATTER OF:
CASE NO. A-2023-0345**

Nashat Y. Gabrail, M.D., Inc.
License No. 02-1234600
c/o Nashat Y. Gabrail, M.D.
4875 Higbee Ave., N.W.
Canton, OH 44718

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Nashat Y. Gabrail, M.D., Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of the improper storage and administration of expired lidocaine 2% to patients from February to March, 2023. Together, the Board and Nashat Y. Gabrail, M.D., Inc. are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Nashat Y. Gabrail, M.D., Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1234600.

FACTS

1. The Board initiated an investigation of Nashat Y. Gabrail, M.D., Inc., Terminal Distributor of Dangerous Drugs license number 02-1234600, related to Nashat Y. Gabrail, M.D., Inc.’s improper storage and administration of expired lidocaine 2% to patients from February to March 2023.
2. On or about February 22, 2024, the Board sent a Notice of Opportunity for Hearing to Nashat Y. Gabrail, M.D., Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about February 26, 2024, Nashat Y. Gabrail, M.D., Inc., timely requested an administrative hearing, which was subsequently scheduled for October 8, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Nashat Y. Gabrail, M.D., Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 22, 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. Nashat Y. Gabrail, M.D., Inc. agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Nashat Y. Gabrail, M.D., Inc.'s TDDD license, number 02-1234600.
5. Nashat Y. Gabrail, M.D., Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Nashat Y. Gabrail, M.D., Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Nashat Y. Gabrail, M.D., Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Nashat Y. Gabrail, M.D., Inc. by the Board and will NOT discharge Nashat Y. Gabrail, M.D., Inc. from any obligation under the terms of this Agreement.
7. Nashat Y. Gabrail, M.D., Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Nashat Y. Gabrail, M.D., Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Nashat Y. Gabrail, M.D., Inc. will operate.
10. Nashat Y. Gabrail, M.D., Inc. explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2025-0185

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

**IN THE MATTER OF:
CASE NO. A-2024-0071**

Direct Dermatology & Aesthetics
Pending Application No. APP-000746808
c/o Dr. Farhaad Riyaz
6505 Rockside Road, Suite 475
Independence, OH 44131

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Direct Dermatology & Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of Dr. Farhaad Riyaz's application for a Terminal Distributor of Dangerous Drugs (TDDD) license. Together, the Board and Direct Dermatology & Aesthetics 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. Direct Dermatology & Aesthetics has a pending application for a Terminal Distributor of Dangerous Drugs license, application No. APP-000746808.

FACTS

1. The Board initiated an investigation of Direct Dermatology & Aesthetics, Terminal Distributor of Dangerous Drugs application No. APP-000746808.
2. On or about April 9, 2024, the Board sent a Notice of Opportunity for Hearing to Direct Dermatology & Aesthetics, 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 8, 2024, Direct Dermatology & Aesthetics, timely requested an administrative hearing, which was subsequently scheduled for November 12, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Direct Dermatology & Aesthetics neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 9, 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. Direct Dermatology & Aesthetics agrees to pay to the Board a monetary penalty the amount of \$1,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Direct Dermatology & Aesthetics' application for licensure as a Terminal Distributor of Dangerous Drugs will be withdrawn upon payment of the fine.

5. Direct Dermatology & Aesthetics 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. Direct Dermatology & Aesthetics 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 Direct Dermatology & Aesthetics 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 Direct Dermatology & Aesthetics by the Board and will NOT discharge Direct Dermatology & Aesthetics from any obligation under the terms of this Agreement.
7. Direct Dermatology & Aesthetics agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Direct Dermatology & Aesthetics 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 Direct Dermatology & Aesthetics will operate.
10. Direct Dermatology & Aesthetics 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-2025-0186

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

**IN THE MATTER OF:
CASE NO. A-2023-0485**

Accurate Nursing Services, Inc.
PENDING License No. APP-000770181
c/o Amy Cosma, CNP
4150 Blendon Village Street, NW
Ste. 100
Canton, Ohio 44718

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Accurate Nursing Services, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of applicant Jade Muntean's disciplinary history. Together, the Board and Accurate Nursing Services, Inc. are referred to hereinafter as "the parties."

JURISDICTION

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

2. Accurate Nursing Services, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number APP-000770181.

FACTS

1. The Board initiated an investigation of Accurate Nursing Services, Inc., Terminal Distributor of Dangerous Drugs license number APP-000770181, related to Accurate Nursing Services applicant Jade Muntean's disciplinary history.
2. On or about February 23, 2024, the Board sent a Notice of Opportunity for Hearing to Accurate Nursing Services, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about April 22, 2024, Accurate Nursing Services, Inc., through counsel Gregory Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for October 9, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Accurate Nursing Services, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Accurate Nursing Services, Inc. agrees to pay to the Board a monetary penalty the amount of \$1,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Accurate Nursing Services, Inc.'s Terminal Distributor of Dangerous Drugs license will be issued subject to satisfactory completion of all application and inspection requirements and payment of the fine.

5. The Board hereby imposes a written reprimand on Accurate Nursing Services, Inc.'s TDDD license, once issued.
6. Accurate Nursing Services, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Accurate Nursing Services, Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Accurate Nursing Services, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Accurate Nursing Services, Inc. by the Board and will NOT discharge Accurate Nursing Services, Inc. from any obligation under the terms of this Agreement.
8. Accurate Nursing Services, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Accurate Nursing Services, Inc. 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 Accurate Nursing Services, Inc. will operate.
11. Accurate Nursing Services, Inc. explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 15. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2025-0187

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

**IN THE MATTER OF:
CASE NOS. A-2022-0461 & A-2024-0091**

Cardinal Health
License No. 01-0627150
c/o Craig Baranski
71 Mil Acres Drive
Wheeling, WV 26003

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Cardinal Health for the purpose of resolving all issues between the parties relating to the Board investigation of Cardinal Health's failure to report the sale of controlled substances to prescribers and/or terminal distributors of dangerous drugs into the Ohio Automated Rx Reporting System (OARRS). Together, the Board and Cardinal Health are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.

2. Cardinal Health is a licensed Wholesale Distributor of Dangerous Drugs (WDDD) under license number 01-0627150.

FACTS

1. The Board initiated an investigation of Cardinal Health, Wholesale Distributor of Dangerous Drugs license number 01-0627150, related to Cardinal Health's failure to report sales into OARRS as required by law.
2. On or about September 18, 2023, in Case No. A-2022-0461, the Board sent a Notice of Opportunity for Hearing to Cardinal Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about May 10, 2024, in Case No. A-2024-0091, the Board sent a Notice of Opportunity for Hearing to Cardinal Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
4. On or about September 26, 2023, and on or May 23, 2024, Cardinal Health, through counsel Cory Kopitzke, timely requested an administrative hearing, which was subsequently scheduled for October 9, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Cardinal Health neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters dated September 18, 2023 and May 10, 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. Cardinal Health agrees to pay to the Board a monetary penalty the amount of \$5,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Cardinal Health's WDDD license, number 01-0627150.
5. The Board agrees to dismiss Case Nos. A-2022-0462, A-2022-0464, A-2024-0465, and A-2022-0466.
6. Cardinal Health agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Cardinal Health agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Cardinal Health of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cardinal Health by the Board and will NOT discharge Cardinal Health from any obligation under the terms of this Agreement.
8. Cardinal Health agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Cardinal Health 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 Cardinal Health will operate.
11. Cardinal Health explicitly withdraws its requests for hearings, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2025-0188

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

**IN THE MATTER OF:
CASE NO. A-2021-0194**

**Firethorn Equine Services,
Inc. License No. 02-1700800**
c/o Barry Carter, DVM
5701 Lancaster Circleville Road
Lancaster, OH 43130

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 Firethorn Equine Services, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of Firethorn Equine Services, Inc., purchasing dangerous drugs and controlled substances while their Terminal Distributor of Dangerous Drugs (TDDD) license had lapsed. Together, the Board and Firethorn Equine Services, Inc., are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse

to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Firethorn Equine Services, Inc., is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1700800.

FACTS

1. The Board initiated an investigation of Firethorn Equine Services, Inc., Terminal Distributor of Dangerous Drugs license number 02-1700800, related to Firethorn Equine Services, Inc.'s illegal purchases of dangerous drugs and controlled substances while operating without a Board-issued license.
2. On or about July 22, 2024, the Board sent a Notice of Opportunity for Hearing to Firethorn Equine Services, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Firethorn Equine Services, Inc., neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 22, 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. Firethorn Equine Services, Inc., agrees to pay to the Board a monetary penalty the amount of \$5,000. 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 Firethorn Equine Services, Inc.'s TDDD license, number 02-1700800.
5. Firethorn Equine Services, Inc., agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state

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

6. Firethorn Equine Services, Inc., agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Firethorn Equine Services, Inc., of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Firethorn Equine Services, Inc., by the Board and will NOT discharge Firethorn Equine Services, Inc., from any obligation under the terms of this Agreement.
7. Firethorn Equine Services, Inc., agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Firethorn Equine Services, Inc., understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Firethorn Equine Services, Inc., will operate.
10. Firethorn Equine Services, Inc. explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2025-0189

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

**IN THE MATTER OF:
CASE NO. A-2021-0592**

Candice Siegenthaler, RPh
License No. 03-440041
7402 Lambton Park Road
New Albany, OH 43054

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Candice Siegenthaler, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of errors in dispensing and the subsequent conduct. Together, the Board and Candice Siegenthaler 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. Candice Siegenthaler is a licensed pharmacist in the state of Ohio under license number 03-440041.

FACTS

1. The Board initiated an investigation of Candice Siegenthaler, pharmacist license number 03-440041, and Crosby’s Drugs, related to errors in dispensing and the subsequent conduct.

2. On or about May 22, 2024, the Board sent a Notice of Opportunity for Hearing to Candice Siegenthaler, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about June 20, 2024, Candice Siegenthaler, through counsel Omar Hazimah, timely requested an administrative hearing, which was subsequently scheduled for October 7, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Candice Siegenthaler neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 22, 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. Candice Siegenthaler agrees to pay to the Board a monetary penalty in the amount of \$1,500. This fine will be attached to Candice Siegenthaler'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. Candice Siegenthaler must obtain twenty hours of approved continuing pharmacy education (2.0 CEUs) which may not also be used for license renewal. The 2.0 CEUs must be in the topic areas of patient safety (1.0 CEUs) and compounding (1.0 CEUs) and 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 Candice Siegenthaler's pharmacist license, number 03-440041.
6. Candice Siegenthaler agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Candice Siegenthaler understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Candice Siegenthaler 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. Candice Siegenthaler explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0190

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

**IN THE MATTER OF:
CASE NO. A-2022-0072**

**Joel Danzig
License No. 03-129550
9276 Helen Lane**

Twinsburg, OH 44087

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Joel Danzig, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of compliance with compounding guidelines and Ohio pharmacy laws. Together, the Board and Joel Danzig 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. Joel Danzig is a licensed pharmacist in the state of Ohio under license number 03-129550.

FACTS

1. The Board initiated an investigation of Joel Danzig, pharmacist license number 03-129550, related to compliance with compounding guidelines and Ohio pharmacy laws.
2. On or about January 24, 2024, the Board sent a Notice of Opportunity for Hearing to Joel Danzig, 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 January 28, 2024, Joel Danzig, through counsel Steven A. Sindell, timely requested an administrative hearing. The hearing was originally scheduled for June 3, 2024. The hearing was continued and subsequently scheduled for August 5, 2024.

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

TERMS

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

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

2. Joel Danzig neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 24, 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. Joel Danzig agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Joel Danzig'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. Joel Danzig 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 Joel Danzig's pharmacist license, number 03-129550.
6. Joel Danzig agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Joel Danzig understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Joel Danzig 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. Joel Danzig explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2025-0191

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

**IN THE MATTER OF:
CASE NO. A-2020-0379**

Dani (fka Stacy) Kmentt
SURRENDERED License No. 03-441790
24 Redfern Drive
Churchville, NY 14428-8901

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Dani Kmentt, for the purpose of resolving all issues between the parties relating to Dani Kmentt's noncompliance with a Board Order. Together, the Board and Dani Kmentt 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. Dani Kmentt is licensed to practice pharmacy as a pharmacist in the State of Ohio under license number 03-441790.

FACTS

1. On February 15, 2022, the Board issued a Board Order to Dani Kmentt, Ohio-licensed pharmacist, license number 03-441790, reinstating Dani Kmentt's license with certain terms and conditions to apply during a five-year probationary period.

The terms included signing a contract with a Board approved treatment monitor for a period of not less than five years.

2. On or about February 28, 2022, Dani Kmentt signed a contract with treatment monitor Ohio PRO in order to comply with the terms of the February 15, 2022 Board Order. After a period of noncompliance with the terms of the monitoring contract with Ohio PRO, beginning October 2023, Ohio PRO terminated the contract on or about October 30, 2023.
3. On or about August 14, 2024, Dani Kmentt requested to surrender their license to practice pharmacy as a pharmacist in Ohio. This request was approved by the Board on August 14, 2024. This Agreement was reached in lieu of a notice of opportunity for hearing letter.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. **DANI KMENTT VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY, PHARMACIST LICENSE NO. 03-441790, WITH DISCIPLINE PENDING.**
3. **The Board agrees to accept Dani Kmentt's voluntary surrender without bringing additional disciplinary action related to Dani Kmentt's noncompliance with the terms of the February 15, 2022 Board Order.**
4. **Dani Kmentt agrees that should Dani Kmentt apply for licensure or registration over which the Board has jurisdiction in the future, this Agreement, and the underlying conduct/events outlined in the Facts Section of this Agreement, may be considered when determining whether to issue a license or registration.**
5. Dani Kmentt agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Dani Kmentt understands that they have the right to be represented by counsel for review and execution of this agreement.

7. Dani Kmentt agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including to the Board on application for a reinstated license.
 8. Dani Kmentt 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.
-

R-2025-0192

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

**IN THE MATTER OF:
CASE NOS. A-2021-0591 & A-2023-0433**

Crosby's Drugs, Inc.
License No. 02-0173000
c/o Cynthia Kryc, RPh
2609 N. High Street
Columbus, Ohio 43202

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Crosby's Drugs, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of Crosby Drugs, Inc.'s errors in dispensing and follow-up inspection. Together, the Board and Crosby's Drugs, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Crosby's Drugs, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0173000.

FACTS

1. The Board initiated an investigation of Crosby's Drugs, Inc., Terminal Distributor of Dangerous Drugs license number 02-0173000, related to Crosby's Drugs, Inc.'s errors in dispensing and follow-up inspection.
2. On or about May 22, 2024, the Board sent a Notice of Opportunity for Hearing to Crosby's Drugs, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about June 6, 2024, Crosby's Drugs, Inc., through counsel Douglas Graff, timely requested an administrative hearing, which was subsequently scheduled for October 5, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Crosby's Drugs, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 22, 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. Crosby's Drugs, Inc. agrees to pay to the Board a monetary penalty the amount of \$2,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Crosby's Drugs, Inc. agrees to a one-year probationary period beginning the effective date of this Agreement. During the probationary period, any violation of this Agreement is also a violation of probation and could result in additional discipline.
5. The Board hereby imposes a written reprimand on Crosby's Drugs, Inc.'s TDDD license, number 02-0173000.
6. Crosby's Drugs, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Crosby's Drugs, Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Crosby's Drugs, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Crosby's Drugs, Inc. by the Board and will NOT discharge Crosby's Drugs, Inc. from any obligation under the terms of this Agreement.
8. Crosby's Drugs, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Crosby's Drugs, Inc. 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 Crosby's Drugs, Inc. will operate.
11. Crosby's Drugs, Inc. explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2025-0193

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

**IN THE MATTER OF:
CASE NO. A-2022-0005**

Cynthia Kryc, RPh
License No. 03-216718
8917 Cornwallis Court
Powell, Ohio 43065

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Cynthia Kryc, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of errors in dispensing and results of a follow-up inspection at Crosby Drugs, Inc. while Cynthia Kryc was the Responsible Person. Together, the Board and Cynthia Kryc 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. Cynthia Kryc is a licensed pharmacist in the state of Ohio under license number 03-216718.
3. Cynthia Kryc has been listed as the Responsible Person of Crosby's Drugs Inc., located at 2609 N. High Street, since July 2017.

FACTS

1. The Board initiated an investigation of Cynthia Kryc, pharmacist license number 03-216718, and Crosby's Drugs, Inc., related to errors in dispensing and results of a follow-up inspection at Crosby Drugs, Inc. while Cynthia Kryc was the Responsible Person.
2. On or about May 22, 2024, the Board sent a Notice of Opportunity for Hearing to Cynthia Kryc, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about June 6, 2024, Cynthia Kryc, through counsel Douglas Graff, timely requested an administrative hearing, which was subsequently scheduled for October 7, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Cynthia Kryc neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 22, 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. Cynthia Kryc agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Cynthia Kryc'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. Cynthia Kryc must obtain five hours of approved continuing pharmacy education (0.5 CEUs) which may not also be used for license renewal. The 0.5 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 Cynthia Kryc's pharmacist license, number 03-216718.
6. Cynthia Kryc agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Cynthia Kryc understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Cynthia Kryc 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. Cynthia Kryc explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0194

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

**IN THE MATTER OF:
CASE NOS. A-2020-0027 & A-2022-0059**

Daniel Wearsch
License No. 03-315872
451 Centennial Drive
Vienna, Ohio 44473

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Daniel Wearsch, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of conduct that occurred at Pharmacy Care between April 2018 and December 2021 while Daniel Wearsch was the owner and Responsible Person. Together, the Board and Daniel Wearsch 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. Daniel Wearsch is a licensed pharmacist in the state of Ohio under license number 03-315872, who was listed as the Responsible Person and owner of Pharmacy Care, located at 11 E Main Street, Canfield, Ohio, at the time of the conduct outlined in Notice of Opportunity for Hearing letter.

FACTS

1. The Board initiated an investigation of Daniel Wearsch, pharmacist license number 03-315872, and Pharmacy Care, related to conduct that occurred at Pharmacy Care between April 2018 and December 2021 while Daniel Wearsch was the owner and Responsible Person.
2. On or about March 26, 2024, the Board sent a Notice of Opportunity for Hearing to Daniel Wearsch, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about April 24, 2024, Daniel Wearsch, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for August 5, 2024. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Daniel Wearsch neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 26, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Daniel Wearsch agrees to pay to the Board a monetary penalty in the amount of \$5,000. This fine will be attached to Daniel Wearsch'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. Daniel Wearsch must obtain eighteen hours of approved continuing pharmacy education (1.8 CEUs) which may not also be used for license renewal. The 1.8 CEUs must be in the topic areas of ethics, pharmacy law, and/or compounding and 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. Daniel Wearsch agrees to the following terms and conditions:
 - a. He will never own a pharmacy (Terminal Distributor of Dangerous Drugs) which would require licensure by the Ohio Board of Pharmacy.
 - b. He will never serve in the position of Responsible Person at a facility licensed by the Ohio Board of Pharmacy.
 - c. He will never preform compounding (sterile or non-sterile) at an Ohio-licensed facility.
6. The Board hereby imposes a written reprimand on Daniel Wearsch's pharmacist license, number 03-315872.
7. Daniel Wearsch agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Daniel Wearsch understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Daniel Wearsch 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.
10. Daniel Wearsch 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.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0195

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

**IN THE MATTER OF:
CASE NO. A-2022-0097**

**William Addo-Dankwa
License No. 03-440305
1144 Moneca Street**

Blacklick, OH 43004

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 William Addo-Dankwa, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing (wrong drug) with patient harm. Together, the Board and William Addo-Dankwa 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. William Addo-Dankwa is a licensed pharmacist in the state of Ohio under license number 03-440305.

FACTS

1. The Board initiated an investigation of William Addo-Dankwa, pharmacist license number 03-440305, and CVS/Pharmacy #11220, related to an error in dispensing.
2. On or about January 19, 2024, the Board sent a Notice of Opportunity for Hearing to William Addo-Dankwa, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. William Addo-Dankwa neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 19, 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. William Addo-Dankwa agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to William Addo-Dankwa's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. William Addo-Dankwa 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 William Addo-Dankwa's pharmacist license, number 03-440305.
6. William Addo-Dankwa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. William Addo-Dankwa understands that he has the right to be represented by counsel for review and execution of this agreement.
8. William Addo-Dankwa agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. William Addo-Dankwa explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other

provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0196

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

**IN THE MATTER OF:
CASE NO. A-2022-0146 & A-2021-0098**

Bound Tree Medical, LLC
License No. 01-1666900 (Inactive) & 01-2662250
c/o Darrell Hughes
SVP and General Counsel, Sarnova HC, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Bound Tree Medical, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to unlicensed entities. Together, the Board and Bound Tree Medical, LLC are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Bound Tree Medical, LLC is a licensed Wholesale Distributor of Dangerous Drugs under license numbers 01-666900 (inactive) and 01-2662250.

FACTS

1. The Board initiated an investigation of Bound Tree Medical, LLC, Wholesale Distributor of Dangerous Drugs license numbers 01-666900 (inactive) and 01-2662250, related to Bound Tree Medical, LLC’s illegal sales of dangerous drugs to unlicensed entities.

2. On or about May 29, 2024, the Board sent a Notice of Opportunity for Hearing in Case No. A-2022-0416 to Bound Tree Medical, LLC. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing in Case No. A-2021-0098 to Bound Tree Medical, LLC. Each Notice 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, 2024, Bound Tree Medical, LLC, through counsel Darrell Hughes, timely requested an administrative hearing in Case No. A-2022-0416. A hearing was not timely requested for Case No. A-2021-0098.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Bound Tree Medical, LLC neither admits nor denies the allegations stated in the Notices of Opportunity for Hearing letter dated May 29, 2024 and July 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bound Tree Medical, LLC agrees to pay to the Board a monetary penalty in the amount of \$750.00 in Case No. A-2022-0416 and \$625.00 in Case No. A-2021-0098. These fines will be attached to your license records 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 Bound Tree Medical, LLC's WDDD licenses, number 01-666900 (inactive) and 01-2662250.
5. Bound Tree Medical, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

6. Bound Tree Medical, LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Bound Tree Medical, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Bound Tree Medical, LLC by the Board and will NOT discharge Bound Tree Medical, LLC from any obligation under the terms of this Agreement.
7. Bound Tree Medical, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Bound Tree Medical, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Bound Tree Medical, LLC will operate.
10. Bound Tree Medical, LLC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0197

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

**IN THE MATTER OF:
CASE NO. A-2021-0504**

Stacie Fishwick-Moore, RPh
License No. 03-337418
7809 Hawkins Ct.
Sylvania, OH 43560

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Stacie Fishwick-Moore, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of improper freezer temperature logs. Together, the Board and Stacie Fishwick-Moore 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. Stacie Fishwick-Moore is a licensed pharmacist in the state of Ohio under license number 03-337418.
3. Stacie Fishwick-Moore was the Responsible Person of Rite Aid #2317, located at 3013 Monroe Street, Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Stacie Fishwick-Moore, pharmacist license number 03-337418, related to the investigation of improper freezer temperature logs.
2. On or about January 26, 2024, the Board sent a Notice of Opportunity for Hearing to Stacie Fishwick-Moore, which outlined the allegations and provided notice of her

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

3. On or about February 9, 2024, Stacie Fishwick-Moore, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for October 7, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Stacie Fishwick-Moore neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 26, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Stacie Fishwick-Moore agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Stacie Fishwick-Moore'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. Stacie Fishwick-Moore must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Stacie Fishwick-Moore's pharmacist license, number 03-337418.
6. Stacie Fishwick-Moore agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Stacie Fishwick-Moore understands that she has the right to be represented by counsel for review and execution of this agreement.

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

R-2025-0198

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

**IN THE MATTER OF:
Case No. A-2023-0255**

Chaudhary Baxter
Registration No. 09-317698
6540 Iris Avenue, Apt 1
Cincinnati, Ohio 45213

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Chaude Baxter for the purpose of resolving all issues between the parties relating to the Board investigation of impairment at work. Together, the Board and Chaude Baxter are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Chaude Baxter is a certified pharmacy technician in the state of Ohio under registration number 09-317698.

FACTS

1. The Board initiated an investigation of Chaude Baxter, certified pharmacy technician registration number 09-317698, related to Chaude Baxter’s impairment at work.
2. On or about July 23, 2024, the Board sent a Notice of Opportunity for Hearing to Chaude Baxter which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Chaude Baxter neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 23, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Chaude Baxter must obtain a chemical dependency evaluation, conducted by a Board-approved provider, with the results being provided to the Board. Following

the evaluation, if the results of the evaluation indicate chemical dependency or another substance use disorder diagnosis, Ms. Baxter must comply with the recommendations of the evaluation.

- a. If follow-up treatment and/or screening is required, Ms. Baxter must sign a contract with a Board-approved monitor, in order to monitor all treatment and/or follow-up recommendations, with the results being provided to the Board.
 - b. If the evaluation indicates no follow-up treatment and/or monitoring is recommended, the results must be provided to the Board, at which point the Board will notify Ms. Baxter this matter is closed.
4. Chaudé Baxter agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Chaudé Baxter understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Chaudé Baxter agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which she currently holds a professional license or registration, including the Board on renewal applications or applications for a new license.
7. Chaudé Baxter explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other

provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0199

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

**IN THE MATTER OF:
CASE NO. A-2023-0290**

Michelle A. Casarez
License No. 09-305872
P.O. Box 7203
Defiance, OH 43512

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Michelle A. Casarez for the purpose of resolving all issues between the parties relating to the Board investigation of Michelle Casarez working at Mercy Health – Defiance Hospital Pharmacy, located at 1404 East Second Street, Defiance, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Michelle Casarez are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a Certified pharmacy technician in the State of Ohio.
2. Michelle Casarez is a Certified pharmacy technician in the State of Ohio under registration number 09-305872.

FACTS

1. The Board initiated an investigation of Michelle Casarez, Certified pharmacy technician registration number 09-305872, related to Michelle Casarez working as a pharmacy technician at Mercy Health – Defiance Hospital Pharmacy without maintaining a valid registration as a pharmacy technician.

2. On or about August 30, 2024, the Board sent a Notice of Opportunity for Hearing to Michelle Casarez which outlined the allegations and provided notice of the right to a hearing, the rights in such hearing, and the 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. Michelle Casarez neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 30, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Michelle Casarez agrees to pay to the Board the amount of amount of \$200. 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 Michelle Casarez's technician registration, number 09-305872.
5. Michelle Casarez agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Michelle Casarez understands the right to be represented by counsel for review and execution of this agreement.
7. Michelle Casarez 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 a current professional license or registration is held, including the Board on renewal applications or applications for a new license.
8. Michelle Casarez explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2025-0200

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

**IN THE MATTER OF:
CASE NO. A-2024-0206**

John Banahene
License No. 03-135309
11641 Caldwell Court
Pickerington, Oh 43147

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and John Banahene, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of John Banahene's failure to comply with the continuing education requirements of Rule 4729:1-5-02 of the Ohio Administrative Code (OAC). Together, the Board and John Banahene are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. John Banahene is a licensed pharmacist in the state of Ohio under license number 03-135309.

FACTS

1. The Board initiated an investigation of John Banahene, pharmacist license number 03-135309, based on the results of a continuing education audit.
2. On or about June 28, 2024, the Board sent a Notice of Opportunity for Hearing to John Banahene, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. John Banahene neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 28, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. John Banahene agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to John Banahene's license record and must be paid no later than 90 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. John Banahene must obtain 60 hours of approved continuing pharmacy education (6.0 CEUs) with 4 hours in patient safety (ACPE – 05) and 4 hours in law (ACPE – 03), which may not also be used for license renewal. The 6.0 CEUs must be completed by the next continuing education reporting period which concludes on September 15, 2025. The Board will automatically audit compliance with this term by review of NABP's CPE Monitor Program and the Board's CE Program.

5. The Board hereby imposes a written reprimand on John Banahene 's pharmacist license, number 03-135309.
6. John Banahene agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. John Banahene understands that they have the right to be represented by counsel for review and execution of this agreement.
8. John Banahene 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 they currently hold a professional license, including the Board on renewal applications or applications for a new license.
9. John Banahene explicitly waives their opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0201

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

IN THE MATTER OF

CASE NO. A-2023-0256**PromoVet DBA Virtue RX LLC****License No. 01-30000599**

c/o Edward Frisch

6111 Broken Sound Parkway NW, Suite 265

Boca Raton, FL 33487

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and PromoVet DBA Virtue RX LLC (Virtue RX LLC), for the purpose of resolving all issues between the parties relating to the Board investigation of a sale of dangerous drugs without a Board-issued license. Together, the Board and Virtue RX LLC are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. PromoVet DBA Virtue RX LLC, located at 6111 Broken Sound Parkway NW, Suite 265, Boca Raton, FL 33487, has an active Virtual Wholesaler license with the Board under license number 01-30000599, which lists Edward Frisch as the Responsible Person.

FACTS

1. The Board initiated an investigation of Virtue RX LLC, Wholesaler Distributor of Dangerous Drugs License, 01-30000599, related to Virtue RX LLC's a sale of dangerous drugs without obtaining a Board-issued license.
2. On or about September 13, 2024, the Board sent a Notice of Opportunity for Hearing to Virtue RX LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Virtue RX LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 13, 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. Virtue RX LLC agrees to pay to the Board a monetary penalty in the amount of \$100.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Virtue RX LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Virtue RX LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Virtue RX LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Virtue RX LLC by the Board and will NOT discharge Virtue RX LLC from any obligation under the terms of this Agreement.
6. Virtue RX LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Virtue RX LLC 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 Virtue RX LLC will operate.
9. Virtue RX LLC explicitly waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to 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.
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R-2025-0202

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

**IN THE MATTER OF:
CASE NO. A-2023-0242**

Compounding Pharmacy of America
License No. 02-2515950
c/o Vincent Matthew Poteet, RPh
7240 Kingston Pike, Ste 136
Knoxville, TN 37919-5615

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 Compounding Pharmacy of America for the purpose of resolving all issues between the parties relating to the Board investigation of Compounding Pharmacy of America's failure to make required disclosures and/or notifications to the Board. Together, the Board and Compounding Pharmacy of America 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. Compounding Pharmacy of America is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2515950.

FACTS

1. The Board initiated an investigation of Compounding Pharmacy of America, Terminal Distributor of Dangerous Drugs license number 02-2515950, related to Compounding Pharmacy of America's failure to make required disclosures and/or notifications to the Board.
2. On or about December 29, 2023, the Board sent a Notice of Opportunity for Hearing to Compounding Pharmacy of America, 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 5, 2024, Compounding Pharmacy of America, through counsel Sam Awad, timely requested an administrative hearing, which was subsequently scheduled for October 8, 2024.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Compounding Pharmacy of America neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 29, 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. Compounding Pharmacy of America agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Compounding Pharmacy of America's TDDD license, number 02-2515950.

5. Compounding Pharmacy of America 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. Compounding Pharmacy of America 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 Compounding Pharmacy of America 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 Compounding Pharmacy of America by the Board and will NOT discharge Compounding Pharmacy of America from any obligation under the terms of this Agreement.
7. Compounding Pharmacy of America agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Compounding Pharmacy of America 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 Compounding Pharmacy of America will operate.
10. Compounding Pharmacy of America explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2025-0203

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

**IN THE MATTER OF:
CASE NO. A-2023-0340**

Rite Aid #3041
Inactive License No. 02-1069000
28600 Chagrin Boulevard
Beachwood, Ohio 44122

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Rite Aid #3041 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security. Together, the Board and Rite Aid #3041 are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Rite Aid #3041, previously located at 28600 Chagrin Boulevard, Beachwood, Ohio, has an inactive Terminal Distributor of Dangerous Drugs license, number 02-1069000.

FACTS

1. The Board initiated an investigation of Rite Aid #3041, Terminal Distributor of Dangerous Drugs license number 02-1069000, related to Rite Aid #3041's drug security.
2. On or about July 23, 2024, the Board sent a Notice of Opportunity for Hearing to Rite Aid #3041, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Rite Aid #3041 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 23, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Rite Aid #3041 agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Rite Aid #3041's inactive TDDD license, number 02-1069000.
5. Rite Aid #3041 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Rite Aid #3041 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of

the Code of Federal Regulations. Any violation by Rite Aid #3041 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Rite Aid #3041 by the Board and will NOT discharge Rite Aid #3041 from any obligation under the terms of this Agreement.

7. Rite Aid #3041 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Rite Aid #3041 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Rite Aid #3041 will operate.
10. Rite Aid #3041 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2025-0204

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

**IN THE MATTER OF:
CASE NO. A-2022-0102**

FarmaKeio Outsourcing, LLC
License No. 01-62000005
c/o Justin Graves
920 Kimball Avenue, Suite 100
Southlake, TX 76092

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 FarmaKeio Outsourcing, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs to a single facility while operating without a Board- issued license. Together, the Board and FarmaKeio Outsourcing, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. FarmaKeio Outsourcing, LLC, is a licensed Wholesaler of Dangerous Drug, License No. 01- 62000005, which lists Justin Graves, as the Responsible Person.

FACTS

1. The Board issued FarmaKeio Outsourcing, LLC, Distributor of Dangerous Drugs License No. 01- 62000005 on May 29, 2019. FarmaKeio Outsourcing, LLC, has no prior discipline on record with the Board.
2. The Board initiated an investigation of FarmaKeio Outsourcing, LLC, Distributor of Dangerous Drugs License No. 01-62000005, related to FarmaKeio Outsourcing, LLC's sales of non-narcotic dangerous drugs to a single facility operating without a Board-issued license.
3. On or about January 2023] the Board sent a Notice of Opportunity for Hearing to FarmaKeio Outsourcing, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. FarmaKeio Outsourcing, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 5, 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. FarmaKeio Outsourcing, LLC agrees to pay to the Board a monetary penalty in the amount of \$3,250.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on FarmaKeio Outsourcing, LLC's WDDD license, number 01-62000005.
5. FarmaKeio Outsourcing, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including when applicable to the Board on renewal applications or applications for a new license.
6. FarmaKeio Outsourcing, LLC agrees to comply with all federal and state requirements related to Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by FarmaKeio Outsourcing, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to FarmaKeio Outsourcing, LLC by the Board and will NOT discharge FarmaKeio Outsourcing, LLC from any obligation under the terms of this Agreement.

7. FarmaKeio Outsourcing, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. FarmaKeio Outsourcing, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom FarmaKeio Outsourcing, LLC will operate.
 10. FarmaKeio Outsourcing, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2025-0205

Mr. George moved that the July 9, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2025-0206

Mr. George moved that the August 5, 2024, Probation Committee Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2025-0207 Mr. George moved that the August 5 & 6, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2025-0208 Mr. George moved that the August 14, 2024, Conference Call Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.


R-2025-0209 Mr. George moved that the September 18, 2024, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2025-0210 Ms. Buettner moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. George and a roll-call vote was conducted by Vice President Huston as follows: Buchta-yes; Buettner-yes; George-yes; Grimm-yes; Hubert-yes, Miller-yes, and Pfaff-yes.

2:12 p.m. The Board returned to public session.

R-2025-0211 Mr. Grimm moved to adjourn the October 2024 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

2:16 p.m. The Board Meeting Adjourned.

A handwritten signature in blue ink that reads "Mindy Ferris".

Mindy Ferris, RPh, President

Date: 11.12.2024

A handwritten signature in blue ink that reads "Steven W. Schierholt".

Steven W. Schierholt, Executive Director

Date: 11.12.2024