

MINUTES OF THE OCTOBER 6-7, 2025
MEETING OF THE OHIO BOARD OF PHARMACY

Monday, October 6, 2025

10:01 a.m. The Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

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

Absent: Anthony Buchta, Sr., RPh and Mindy Ferris, RPh.

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

10:02 a.m. Mr. Huston administered the Oath of Office to Mr. Whiston, hereafter a member of the Ohio Board of Pharmacy:

OATH OF OFFICE

Jeff Huston swearing in Tom Whiston

I, Tom Whiston, 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. Ms. Saadey presented a request from Albert Czachor, RPh, Colchester, CT (A-2023-0411) to appear remotely for his hearing and to continue his hearing scheduled Tuesday, October 7, 2025. The Board denied the requests.

10:08 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 Neri Tawfiq, Ann Arbor, MI (A-2025-0168).

R-2026-0109

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

12:18 p.m.

The deliberation ended and the hearing opened to the public and the Board adopted the following order in the Matter of Neri Tawfiq, Ann Arbor, MI (A-2025-0168).

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2025-0168

In The Matter Of:

Neri Tawfiq, RPh

1627 Geneva Road

Ann Arbor, MI 48103

Application no. APP-000929500

INTRODUCTION

The Matter of Neri Tawfiq came for hearing on October 6, 2025, before the following members of the State of Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Anthony Buchta, Sr., RPh and Mindy Ferris, RPh; Absent.

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

DECISION OF THE BOARD

The Board leaves the record in this matter open for three months from the date of the Order. Further, the Board hereby directs Neri Tawfiq, to gather the following information:

1. The video of the April 2024 incident at the Veteran's Affair Hospital in question.
2. A copy of Neri Tawfiq's DD Form 214.
3. A copy of any mental health evaluation from Neri Tawfiq's 2024 criminal case.

SO ORDERED.

- 12:20 p.m.** Ms. Ferris joined the Board meeting.
- 12:20 p.m.** President Huston announced OAC Rule 4729-2-02 appointments to matters and other duties for Fiscal Year 2026.
- 12:21 p.m.** Ms. Maerten-Moore provided the Legal Report.
- 12:23 p.m.** Ms. Maerten-Moore presented the amended 2026 Ohio Board of Pharmacy Board Meeting dates to the Board for approval.
- R-2026-0110** The amended calendar was approved by the Board: Yes-7, No-0.
- 12:23 p.m.** Ms. DeFiore-Hyrmer provided the OARRS Report.
- 12:29 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 12:31 p.m.** Ms. Southard provided the Licensing Report.
- 12:35 p.m.** Ms. Southard presented the High School Pharmacy Technician Training Program application of Toledo Pre-Medical and Health Science Academy to the Board for approval.
- R-2026-0111** Ms. Ferris moved the Board approve the High School Pharmacy Technician Training Program application of Toledo Pre-Medical and Health Science Academy. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:41 p.m.** Ms. Southard presented the Intern/Pharmacist Ratio Request from The Kroger Co. DBA Kroger Health Connect UA – Columbus, OH (0234000034) to the Board for consideration.
- R-2026-0112** Ms. Ferris moved that the Board grant the request of the The Kroger Co. DBA Kroger Health Connect UA – Columbus, OH (0234000034) and allow a ratio of (1) pharmacist to five (5) interns. The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.
- 12:42 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Gabriel Ackuyai – Westlake, OH (060000634).
- R-2026-0113** Ms. Ferris moved that the Board grant Gabriel Ackuyai’s request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:44 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Rumneet Kharbanda – Dublin, OH (061000077).
- R-2026-0114** Ms. Ferris moved that the Board grant Rumneet Kharbanda’s request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

- 12:44 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Casey Eweroke – Parma, OH (060001904).
- R-2026-0115** Ms. Ferris moved that the Board grant Case Eweroke’s request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:44 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Srihari Chowdari – Beavercreek, OH (061000080).
- R-2026-0116** Ms. Ferris moved that the Board grant Srihari Chowdari request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:45 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Angi Hafez – Liberty Township, OH (061000024).
- R-2026-0117** Ms. Feris moved that the Board grant Angi Hafez a license extension until October 10, 2025. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:46 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Angi Hafez – Liberty Township, OH (061000024).
- R-2026-0118** Ms. Ferris moved that the Board grant Angi Hafez a license extension until April 10, 2025. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:49 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Sierra Phillips – Fairborn, OH (060000912).
- R-2026-0119** Ms. Ferris moved that the Board grant Sierra Phillips a license extension until December 31, 2025. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:50 p.m.** Ms. Southard presented the Pharmacy Intern renewal request of Rachel Laury – Uniontown, OH (060001209).
- R-2026-0120** Ms. Ferris moved that the Board grant Rachel Laury’s request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 12:50 p.m.** Ms. Southard presented a resolution titled Refund Policy to the Board for approval.
- R-2026-0121** Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0 and the following resolution was adopted by the Board:

Refund Policy

**(As adopted 5/6/2014 [R-2014-213], amended 10/3/2016 [R-2016-027],
amended 9/10/2018 [R-2019-038])**

Updated 10/XX/2025

All refunds must be requested by the applicant using the Refund Request Form **within 30 days of the date payment was received by the Board**. The Board may choose not to require a formal request to be submitted when known technical errors have occurred with licensing and/or payment systems.

This policy applies to the following license types:

- Pharmacist
- Pharmacy Intern
- Pharmacy Technician
- Terminal Distributor of Dangerous Drugs
- Drug Distributor (Manufacturer, Outsourcing Facility, Repackager, Third-Party Logistics Provider, Wholesaler)
- Home Medical Equipment Services Provider

Additionally, this policy applies to the following application types:

- Initial
- Renewal
- Reinstatement
- Change in Business Description* (change of address, ownership, name, and/or category)
- Change of Responsible Person

Conditions	Refund Granted?
Duplicate application submitted.	Yes
Application submitted for incorrect license type and/or category.	Yes
Application submitted and Board determines applicant fails to qualify.	No
Applicant decides to no longer seek licensure.	No
Application has been processed and issued (Status = Active).	No

12:52 p.m.

Ms. Southard presented a resolution titled Responsible Person Requirements for Licensure to the Board for approval.

R-2026-0122

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

1) Responsible Person Requirements for Licensure

The Board hereby makes the following revisions to the Responsible Person Requirements for Licensure resolution last amended on June 3, 2025 (R-2025-0427) and publicly posted at www.pharmacy.ohio.gov/rp:

- To the Terminal – Clinic and Terminal – Clinic – Sole Practitioner/Dentist license types:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide/OAC Code Section
MS/IV	Med Spa/IV Therapy	DO, MD, APRN, PA, RPH		Clinic and Prescriber Office (OAC 4729:5-19)

- To the Terminal – Non-Resident Pharmacy license types:

TERMINAL - NON-RESIDENT PHARMACY - NON-LIMITED				
Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
PI	Prescription Intermediary (NO DRUGS ON SITE)	RPH	Must hold pharmacist license in state where pharmacy is located and Ohio RPH license if shipping compounded medications.	Non-Resident (OAC 4729:5-8)
MTM	Medication Therapy Mgmt/Consulting (NO DRUGS ON SITE)	RPH	Must hold pharmacist license in state where pharmacy is located	Non-Resident (OAC 4729:5-8)

REM	Remote Prescription Processing	RPH	Must hold pharmacist license in state where pharmacy is located	Non-Resident (OAC 4729:5-8)
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- Remove the Terminal – Non-Resident Pharmacy – LIMITED license type table

TERMINAL – NON-RESIDENT PHARMACY – LIMITED*				
<i>*Category 2 only</i>				
Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
CR	Consulting Pharmacy	RPH	Must hold pharmacist license in state where pharmacy is located.	<u>Non-Resident</u> (OAC 4729:5-8)
CRP	Contract Remote Order Entry	RPH	Must hold pharmacist license in state where pharmacy is located.	<u>Outpatient Pharmacy</u> or <u>Institutional</u> – Specifically Remote Order Entry Requirements
MTM	Medication Therapy Management	RPH	Must hold pharmacist license in state where pharmacy is located.	Medication Therapy Management (OAC 4729:5-12)
PI	Prescription Intermediary	RPH	Must hold pharmacist license in state where pharmacy is located.	<u>Non-Resident</u> (OAC 4729:5-8)

- To the Terminal – Pharmacy – NON-LIMITED license type:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
PI	Prescription Intermediary (NO DRUGS ON SITE)	RPH		Outpatient Pharmacy (OAC 4729:5-5)

- To the Distributor of Dangerous Drugs license types:

DISTRIBUTOR OF DANGEROUS DRUGS – MANUFACTURER, OUTSOURCING FACILITY, REPACKAGER, AND THIRD-PARTY LOGISTICS PROVIDER				
Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
MF	Manufacturer (Nonresident)	Management		Manufacturer (OAC 4729:6-8)
OSC	Outsourcing Facility (Nonresident) – 503B sterile and/or non-sterile compounding at wholesale, not patient specific	Ohio Licensed RPH	Must provide FDA registration and inspection report	Outsourcing Facility (OAC 4729:6-10)
RE	Repackager (Nonresident)	Management	Must provide FDA registration	Repackager (OAC 4729:6-9)
3PL	Third-Party Logistics (Nonresident) - stores and distributes drug but does not have ownership	Management	If out of state, must have licensure from home state or VAWD Accreditation.	Third-Party Logistics Providers (OAC 4729:6-11)

- To the Wholesaler license type

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
BC	Bulk Pharmaceutical Chemicals Seller	Management		Wholesale Distributor (OAC 4729:6-5)

BC	Bulk Pharmaceutical Chemicals (Nonresident)	Management		Wholesale Distributor (OAC 4729:6-5)
BR	Broker (Nonresident)	Management	If out of state, must have licensure from home state.	Wholesale Distributor (OAC 4729:6-7)
CM	Compressed Medical Gases (Nonresident)	Management		Wholesale Distributor (OAC 4729:6-5)
CN	Clinic Wholesaler (Nonresident): Blood Banks, Health Departments	Management		Wholesale Distributor (OAC 4729:6-5)
FS	Full Service (Nonresident)	Management		Wholesale Distributor (OAC 4729:6-5)
IE	Import/Export (Nonresident) - importing drugs from in/out of the country	Management		Wholesale Distributor (OAC 4729:6-5)
LA	Laboratory	Management		Wholesale Distributor (OAC 4729:6-5)
LA	Laboratory (Nonresident)	Management		Wholesale Distributor (OAC 4729:6-5)
PU	Public Health Preparedness (Nonresident) NOTE: A board of health, as defined in section 3701.048 of the Revised Code, that is licensed as a terminal distributor of dangerous drugs (TDDD) for the purpose	Management		Wholesale Distributor (OAC 4729:6-5)

	of distributing dangerous drugs to another TDDD during a declared public health emergency or emergency preparedness incident is not required to obtain licensure as a wholesale distributor.			
VW	Virtual Wholesaler (Nonresident) - NO DRUGS ONSITE	Management	If out of state, must have licensure from home state or VAWD Accreditation.	Virtual Wholesalers (OAC 4729:6-6)

12:53 p.m.

The Board took a brief recess.

1:30 p.m.

The Board returned to public session.

1:31 p.m.

Ms. Saadey led a discussion on updating the Disqualifying Offenses for Application for Licensure or Registration guidance document.

R-2026-0123

Ms. Ferris moved to approve the updates to the Disqualifying Offenses for Application for Licensure or Registration guidance document. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

1:34 p.m.

Mr. Huston announced that Ms. Buettner had left the meeting.

1:35 p.m.

Mr. McNamee presented a resolution titled Rescission of COVID-19 Resolutions.

R-2026-0124

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

Resolutions

To Rescind (Effective 11/3/2025):

To ensure streamlined vaccine administration, the State of Ohio Board of Pharmacy temporarily authorizes records of COVID-19 vaccine administration by pharmacy personnel (pharmacists, interns, technicians) to comprise the following:

Records of COVID-19 vaccine administration by pharmacy personnel shall contain the name, strength, dosage form, and quantity of the vaccine administered, the name and date of birth of the person to whom or for whose use the vaccine was administered, the date of administration, and the identification of the pharmacy personnel administering the drug. This resolution does not supersede any record keeping requirements from the Ohio Department of Health or any federal agency.

This resolution is being issued in accordance with a Board resolution adopted on May 5, 2020. This resolution shall remain in effect until rescinded by the Board.

To maximize the safe administration of COVID-19 vaccines, the State of Ohio Board of Pharmacy temporarily expands the pharmacy intern supervision requirements in OAC 4729:2-1-01 (O)(4) as follows:

Pursuant to OAC 4729:2-1-01, the Board authorizes a pharmacist to supervise up to six pharmacy interns providing immunizations. The Board hereby expands the number of pharmacy interns providing COVID-19 vaccines a pharmacist can supervise as follows:

- *A pharmacist may supervise between 7-12 pharmacy interns at once if a nurse licensed or registered under Chapter 4723. of the Revised Code or an Ohio EMS certificate holder practicing in accordance with the [vaccine administration guidance](#) from the Ohio EMS Board is present and assisting with the administration of COVID-19 vaccines.*
- *A pharmacist may supervise between 13-18 pharmacy interns at once if two or more nurses licensed or registered under Chapter 4723. of the Revised Code or two or more Ohio EMS certificate holders practicing in accordance with the [vaccine administration guidance](#) from the Ohio EMS Board are present and assisting with the administration of COVID-19 vaccines.*

This resolution is being issued in accordance with a Board resolution adopted on May 5, 2020. This resolution shall remain in effect until rescinded by the Board.

In order to ensure uniform vaccination requirements, the State of Ohio Board of Pharmacy has adopted the following resolution regarding the informed consent requirements set forth in OAC 4729:1-3-02 and 4729:5-5-04 of the Administrative Code. This resolution is being issued in accordance with a Board resolution adopted on May 5, 2020.

In lieu of the informed consent requirement, pharmacy personnel may adhere to the “Information for Recipients” guidance issued by the FDA for drug approved via Emergency Use Authorization (EUA) (see page 24 of the following document: <https://www.fda.gov/media/97321/download>). Please note that this resolution does not replace or supersede any patient education requirements set forth by any other federal or state agency.

Resolution (Adopted 11.2.2020) – Updated 3.16.2021 To promote improved access to vaccinations during the COVID-19 pandemic, the Ohio Board of Pharmacy hereby authorizes a long-term care facility or other institutional facility, as defined under agency 4729 of the Ohio Administrative Code, to possess and administer COVID-19 or other vaccines to patients and staff under the terminal distributor of dangerous drugs license issued to the facility's servicing pharmacy (e.g., contingency stock license). This resolution shall also permit the use of the servicing pharmacy's contingency stock license to maintain dangerous drugs used to treat adverse reactions to vaccines stored at the facility.

1:39 p.m.

Mr. McNamee presented rules 4729:5-3-24 - *Dispensing Dangerous Drugs to an Alternate Location*, 4729:1-3-03 - *Administration of dangerous drugs by injection*, 4729:5-18-01 - *Definitions - remote dispensing pharmacies*, 4729:5-18-02 - *Licensure of remote dispensing pharmacies*, 4729:5-18-03 - *Demonstration of need*, 4729:5-18-04 - *Operation of a remote dispensing pharmacy*, 4729:5-18-05 - *Personnel requirements*, 4729:5-18-06 - *Technology requirements for a telepharmacy system*, 4729:5-18-07 - *Security requirements for a remote dispensing pharmacy* to the Board for approval.

R-2026-0125

Ms. Ferris moved that the Board approve rules 4729:5-3-24 - *Dispensing Dangerous Drugs to an Alternate Location*, 4729:1-3-03 - *Administration of dangerous drugs by injection*, 4729:5-18-01 - *Definitions - remote dispensing pharmacies*, 4729:5-18-02 - *Licensure of remote dispensing pharmacies*, 4729:5-18-03 - *Demonstration of need*, 4729:5-18-04 - *Operation of a remote dispensing pharmacy*, 4729:5-18-05 - *Personnel requirements*, 4729:5-18-06 - *Technology requirements for a telepharmacy system*, 4729:5-18-07 - *Security requirements for a remote dispensing pharmacy* for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

1:47 p.m.

Mr. McNamee presented rules 4729:5-3-19 - *Naloxone for emergency use and distribution via automated Mechanisms*, 4729:5-5-15 - *Manner of Issuance of Prescriptions*, 4729:5-2-01 - *Responsible person - terminal distributor*, 4729:7-1-01 - *Compounding references*, 4729:3-2-01 - *Registration procedures*, 4729:1-2-09 - *Expedited pharmacist licensure for members of the military and spouses who are licensed in another jurisdiction*, 4729:1-2-10 - *Emeritus pharmacists*, 4729:2-2-11 - *Expedited pharmacy intern licensure for members of the military and spouses who are licensed in another jurisdiction*, 4729:3-2-04 - *Change of name, contact information, and place of employment*, 4729:3-2-05 - *Successful completion of the "Test of English as a Foreign Language Internet-based Test"*, 4729:3-2-06 - *Expedited pharmacy technician registration for members of the military and spouses who are licensed or registered in*

another jurisdiction, 4729:3-5-01 - Continuing Education - Definitions, 4729:3-5-02 - Continuing Education Requirements for Registered and Certified Technicians to the Board for approval.

R-2026-0126

Ms. Ferris moved that the Board approve rules 4729:5-3-19 - *Naloxone for emergency use and distribution via automated Mechanisms*, 4729:5-5-15 - *Manner of Issuance of Prescriptions*, 4729:5-2-01 - *Responsible person - terminal distributor*, 4729:7-1-01 - *Compounding references*, 4729:3-2-01 - *Registration procedures*, 4729:1-2-09 - *Expedited pharmacist licensure for members of the military and spouses who are licensed in another jurisdiction*, 4729:1-2-10 - *Emeritus pharmacists*, 4729:2-2-11 - *Expedited pharmacy intern licensure for members of the military and spouses who are licensed in another jurisdiction*, 4729:3-2-04 - *Change of name, contact information, and place of employment*, 4729:3-2-05 - *Successful completion of the "Test of English as a Foreign Language Internet-based Test"*, 4729:3-2-06 - *Expedited pharmacy technician registration for members of the military and spouses who are licensed or registered in another jurisdiction*, 4729:3-5-01 - *Continuing Education - Definitions*, 4729:3-5-02 - *Continuing Education Requirements for Registered and Certified Technicians* for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:15 p.m.

Mr. Schierholt provided the Executive Director Report.

R-2026-0127

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

4:23 p.m.

The Board meeting ended for the day.

Tuesday, October 7, 2025**9:16 a.m.**

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

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

Absent: Trina Buettner, RPh; Rich Miller, RPh; and Tom Whiston, RPh.

Also present were Sharon Maerten-Moore, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Jennifer Nelson, *Legal Administrator* and Rikki Johnson, *Legal Administrative Assistant*.

R-2026-0128

After votes were taken in public session, the Board adopted the following order in the Matter of Michael Welch, Loveland, Ohio.

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

Case Number A-2024-0341

In The Matter Of:

Michael Welch

413 Windsor Dr

Loveland, OH 45140

Registration No. 09-306441

INTRODUCTION

Michael Welch (Respondent) was issued a Certified Pharmacy Technician Registration (No. 09-306441) on February 26, 2018. The Board issued a Notice of Opportunity for Hearing on March 24, 2025. Respondent timely requested a hearing, and the Matter of Michael Welch came for a virtual hearing before Hearing Examiner Charles Schneider on July 23, 2025. Respondent was present at the hearing and appeared pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Petitioner via email, confirmation of receipt requested, on or about September 3, 2025. The Board received confirmation of receipt via an electronic delivery receipt. The matter subsequently came for consideration by the Board on October 7, 2025, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; and Leonard Hubert, *Public Member*.

Trina Buettner, RPh; Rich Miller, RPh; and Tom Whiston, RPh were absent.

BOARD REVIEW OF THE RECORD

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

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Schneider's Report and Recommendation, as set forth in the April 24, 2025, Notice Letter.

2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law as set forth in Hearing Examiner Schneider's Report and Recommendation, as set forth in the April 24, 2025, Notice Letter.

Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts the recommendation of the Hearing Examiner and orders the following:

1. Respondent will be placed on a term of probation with the Board. Respondent must remain in compliance with the diversion program of his case (22-CR-01191) in the Commonwealth of Kentucky. A statement of compliance with the diversion program shall be provided to the Board on an annual basis. Respondent's probation will terminate if he successfully completes the diversion program after the five-year period beginning January 12, 2023.
2. Respondent may petition the Board for early termination of his probation if the diversion program is successfully completed prior to January 12, 2028.
3. The Board may re-open the disposition phase of this case if Respondent's diversion program is unsuccessfully terminated.

T.J. Grimm moved for Findings of Fact; Mindy Ferris seconded the motion. Motion passed (Aye-5/Nay-0).

T.J. Grimm moved for Conclusions of Law; Mindy Ferris seconded the motion. Motion passed (Aye-5/Nay-0).

T.J. Grimm moved for Action of the Board; Mindy Ferris seconded the motion. Motion passed (Aye-5/Nay-0).

SO ORDERED.

R-2026-0129

Mr. George moved that the August 22, 2025, Special Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.

R-2026-0130

Mr. George moved that the August 4, 2025, Probation Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.

- R-2026-0131** Mr. George moved that the August 4 - 5, 2025, Board Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.
- R-2026-0132** Mr. George moved that the September 3, 2025, Conference Call Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.
- R-2026-0133** Mr. George moved that the September 30, 2025, Special Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.
- R-2026-0134** Mr. George moved that the September 9, 2025, Special Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-5, No-0.
- 9:19 a.m.** Mr. George presented a resolution titled Ohio Board of Pharmacy, A Resolution for Christine Pfaff.
- R-2026-0135** Mr. George moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

OHIO BOARD OF PHARMACY

A Resolution for Christine A. Pfaff, R.Ph.

WHEREAS, Christine A. Pfaff, R.Ph., following her appointment by Governor Mike DeWine in 2021, has served the citizens of Ohio with distinction as a member of the Ohio Board of Pharmacy

WHEREAS, during her commendable term in this appointment, Mrs. Pfaff 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 Ohio Board of Pharmacy, in its one hundred forty-first year, do hereby express our profound appreciation to Christine A. Pfaff, for her service and recognize her for her commitment to the health and safety of the citizens of Ohio.

October 7, 2025

9:20 a.m.

Mr. George presented a resolution titled Ohio Board of Pharmacy, A Resolution for Homer Chapa.

R-2026-0136

Mr. George moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

Ohio Board of Pharmacy

A Resolution for Homer Chapa

WHEREAS, the administrative and investigative efforts of Homer Chapa, as an Agent with the Ohio Board of Pharmacy, have directly led to the successful and thoughtful enforcement of the Ohio Drug Laws; and

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

BE IT RESOLVED, that the Ohio Board of Pharmacy hereby commends Homer Chapa for over 28 years of service in law enforcement and over 17 years of exemplary service and performance to the Board and to the people of Ohio in carrying out the responsibilities of his positions, and

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

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

October 7, 2025

R-2026-0137

Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on June 30, 2025, in the matter of Cleveland Clinic Foundation Hospital Pharmacy Department (Case No. A-2025-0043).

R-2026-0138

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

**IN THE MATTER OF:
CASE NO. A-2024-0415**

Recrea Health and Wellness, LLC
DBA Wellness Cryo
License No. 02-62001192
2525 Medina Rd.
Suite 101
Medina, OH 44256

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Recrea Health and Wellness, LLC, DBA Wellness Cryo (Recrea), for the purpose of resolving all issues between the parties relating to the Board investigation of Recrea's drug storage and security, personal furnishing, and pick-up station violations. Together, the Board and Recrea 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. Recrea is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62001192.

FACTS

1. The Board initiated an investigation of Recrea, Terminal Distributor of Dangerous Drugs license number 02-62001192, related to Recrea's drug storage and security, personal furnishing, and pick-up station violations.
2. On or about April 11, 2025, the Board sent a Notice of Opportunity for Hearing to Recrea, 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, 2025, Recrea, through counsel Jeana Singleton, timely requested an administrative hearing, which was subsequently scheduled for October 8, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Recrea neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 11, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Recrea agrees to pay to the Board a monetary penalty the amount of \$12,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on Recrea's TDDD license, number 02-62001192.
5. Recrea agrees that the Responsible Person will attend and successfully complete the Board sponsored Law Review, Responsible Person 101, and Responsible Person Roundtable. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.
6. Recrea 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. Recrea 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 Recrea 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 Recrea by the Board and will NOT discharge Recrea from any obligation under the terms of this Agreement.
8. Recrea agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Recrea 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 Recrea will operate.

11. Recrea 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-2026-0139

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

**IN THE MATTER OF:
CASE NO. A-2025-0157**

**Rejuvize DBA JuviveMD
License No. 02-60002980**

c/o Dr. Rajmony Pannu
4466 Morse Rd.
Columbus, OH 43230

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and JuviveMD for the purpose of resolving all issues between the parties relating to the Board investigation of JuviveMD's possession of non-FDA approved South Korean liporase, and "Research Use Only" drugs, both obtained from unlicensed sources. Together, the Board and JuviveMD 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. JuviveMD is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60002980.

FACTS

1. The Board initiated an investigation of JuviveMD, Terminal Distributor of Dangerous Drugs license number 02-60002980, related to JuviveMD's possession of non-FDA approved South Korean liporase, and "Research Use Only" drugs, both obtained from unlicensed sources.
2. On or about June 5, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to JuviveMD, 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 19, 2025, JuviveMD, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for August 6, 2025, but was continued at counsel's request. 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. JuviveMD neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated June 5, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on JuviveMD's TDDD license number 02-60002980 and reinstate the license immediately upon the effective date of this Agreement.
4. JuviveMD agrees to pay to the Board a monetary penalty the amount of \$25,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

5. The Board hereby imposes a written reprimand on JuviveMD's TDDD license, number 02-60002980.
6. JuviveMD agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.
7. JuviveMD agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. JuviveMD 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 JuviveMD 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 JuviveMD by the Board and will NOT discharge JuviveMD from any obligation under the terms of this Agreement.
9. JuviveMD agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. JuviveMD understands that it has the right to be represented by counsel for review and execution of this agreement.
11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom JuviveMD will operate.
12. JuviveMD explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

R-2026-0140

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

IN THE MATTER OF:
Case No. A-2025-0116
Harmony Aesthetics
License No. 02-60002171
c/o Dorit Gilman, CNP
5300 Socialville Foster Rd.
Suite 130, Room 3
Mason, OH 45040

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Harmony Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of the purchase of a non-United States drug from an unlicensed seller and various inspection violations. Together, the Board and Harmony 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. Harmony Aesthetics is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60002171.

FACTS

1. The Board initiated an investigation of Harmony Aesthetics, Terminal Distributor of Dangerous Drugs license number 02-60002171, related to Harmony Aesthetics’ purchase of a non-United States drug from an unlicensed seller and various inspection violations.
2. On or about May 12, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Harmony 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 12, 2025, Harmony Aesthetics, through Dorit Gilman, CNP, timely requested an administrative hearing. WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Harmony Aesthetics admits to the facts set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated May 12, 2025. The Board determines that it has evidence sufficient to sustain those facts, finds them to violate Ohio law, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Harmony Aesthetics' TDDD license number 02-60002171, and reinstate the license immediately upon the effective date of this agreement.
4. Harmony Aesthetics agrees to pay to the Board a monetary penalty in the amount of \$25,000, with \$15,000 stayed provided there are no new violations for five years. 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.
5. The Board hereby imposes a written reprimand on Harmony Aesthetics' TDDD license, number 02-60002171.
6. Dorit Gilman, CNP, the Responsible Person for Harmony Aesthetics, agrees to attend a Board-sponsored Responsible Person 101 presentation (one hour) within six months from the effective date of this agreement.
7. Dorit Gilman, CNP must obtain six hours of approved professional continuing education on the topics of drug storage and handling, regulatory compliance, and/or law or ethics. The professional continuing education must be completed within six months of the effective date of this Agreement. Copies of completed continuing education and proof of attendance at the Responsible Person 101 Roundtable must emailed to legal@pharmacy.ohio.gov.
8. Harmony 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.

9. Harmony 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 Harmony 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 Harmony Aesthetics by the Board and will NOT discharge Harmony Aesthetics from any obligation under the terms of this Agreement.
 10. Harmony Aesthetics agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 11. Harmony Aesthetics understands that it has the right to be represented by counsel for review and execution of this agreement.
 12. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Harmony Aesthetics will operate.
 13. Harmony 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.
 14. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 16. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 17. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2026-0141

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

**IN THE MATTER OF:
CASE NO. A-2025-0138**

Frontage Laboratories
PENDING License No. APP-000886695
75 E. Uwchlan Ave.
Exton, PA 19341

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 Frontage Laboratories, for the purpose of resolving all issues between the parties relating to the Board investigation of Frontage Laboratories' failure to properly disclose prior discipline on the application for a WDDD license. Together, the Board and Frontage Laboratories 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. On or about October 7, 2024, Thomas Cravalho, Director of Quality Assurance, signed as the Responsible Person on an application for a WDDD (Manufacturer – Category 3) License on behalf of Frontage Laboratories, located at 75 E. Uwchlan Ave., Exton, PA 19341, APP-000886695.

FACTS

1. The Board initiated an investigation of Frontage Laboratories, pending Wholesaler Distributor of Dangerous Drugs License No. APP-000886695, related to Frontage Laboratories' failure to properly disclose prior discipline on the application for a WDDD license.
2. On or about July 16, 2025, the Board sent a Notice of Opportunity for Hearing/Proposal to Deny Application to Frontage Laboratories, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 16, 2025, Frontage Laboratories timely requested an administrative hearing, which was subsequently scheduled for December 10, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Frontage Laboratories neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing/Proposal to Deny Application letter dated July 16, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Frontage Laboratories agrees to pay to the Board a monetary penalty in 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 the cart of the Responsible Person.
4. Frontage Laboratories' Wholesale 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 Frontage Laboratories's WDDD license to be issued.
6. Frontage Laboratories 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. Frontage Laboratories 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 Frontage Laboratories 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 Frontage Laboratories by the Board and will NOT discharge Frontage Laboratories from any obligation under the terms of this Agreement.

8. Frontage Laboratories agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Frontage Laboratories 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 Frontage Laboratories will operate.
11. Frontage Laboratories explicitly withdraws its request for 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-2026-0142

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

**IN THE MATTER OF:
CASE NO. A-2025-0224**

**4-Ever Young Aesthetics and Wellness
License No. 02-62001308
165 Reynolds Ave., Ste. A
Bellfontaine, OH 43311**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and 4-Ever Young Aesthetics and Wellness (4-Ever Young) for the purpose of resolving all issues between the parties relating to the Board investigation of 4-Ever Young's possession of non-FDA approved "Research Use Only" drugs, obtained from unlicensed sources. Together, the Board and 4-Ever Young 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. 4-Ever Young is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62001308.

FACTS

1. The Board initiated an investigation of 4-Ever Young, Terminal Distributor of Dangerous Drugs license number 02-62001308, related to 4-Ever Young's possession of non-FDA approved "Research Use Only" drugs, obtained from unlicensed sources.
2. On or about July 24, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to 4-Ever Young, 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 August 6, 2025, 4-Ever Young, through counsel Joshua M. Stolly, timely requested an administrative hearing, which was subsequently scheduled for November 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. 4-Ever Young admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated July 24, 2025, and the Board finds them to

violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. The Board will lift the summary suspension imposed on 4-Ever Young's TDDD license number 02-6200130 and reinstate the license immediately upon the effective date of this Agreement.
4. 4-Ever Young agrees to pay to the Board a monetary penalty the amount of \$25,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
5. The Board hereby imposes a written reprimand on 4-Ever Young's TDDD license, number 02-6200130.
6. 4-Ever Young agrees that Physician Assistant Stephanie Young or the current Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.
7. 4-Ever Young agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. 4-Ever Young 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 4-Ever Young 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 4-Ever Young by the Board and will NOT discharge 4-Ever Young from any obligation under the terms of this Agreement.
9. 4-Ever Young agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. 4-Ever Young understands that it has the right to be represented by counsel for review and execution of this agreement.

11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom 4-Ever Young will operate.
12. 4-Ever Young explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0143

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

**IN THE MATTER OF:
CASE NO. A-2024-0487**

Ashley Brown, RPh
License No. 03-233151
26801 Chapel Hill Drive
North Olmsted, Ohio 44070

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Ashley Brown, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of administration of drugs authorized by the hospital's consult agreement. Together, the Board and Ashley Brown 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. Ashley Brown is a licensed pharmacist in the state of Ohio under license number 03-233151.

FACTS

1. The Board initiated an investigation of Ashley Brown, pharmacist license number 03-233151, related to administration of drugs authorized by the hospital's consult agreement, which you were not a part of.
2. On or about February 26, 2025, the Board sent a Notice of Opportunity for Hearing to Ashley Brown, 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 March 26, 2025, Ashley Brown, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for October 7, 2025. The matter was settled via this Agreement prior to 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. Ashley Brown neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 26, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Ashley Brown agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Ashley Brown'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. Ashley Brown 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 Ashley Brown's pharmacist license, number 03-233151.
6. Ashley Brown agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Ashley Brown understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Ashley Brown 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. Ashley Brown 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-2026-0144

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

**IN THE MATTER OF:
CASE NO. A-2024-0148**

Walgreens #04397

License No. 02-1026400

7295 Market Street
Boardman, OH 44512

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Walgreens #04397 for the purpose of resolving all issues between the parties relating to the Board investigation of theft of drugs by an employee/drug security matter. Together, the Board and Walgreens #04397 are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Walgreens #04397 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1026400.

FACTS

1. The Board initiated an investigation of Walgreens #04397, Terminal Distributor of Dangerous Drugs license number 02-1026400, related to Walgreens #04397's theft of drugs by an employee/drug security matter.
2. On or about April 2, 2025, the Board sent a Notice of Opportunity for Hearing to Walgreens #04397, 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 24, 2025, Walgreens #04397, through counsel Gary Peters, timely requested an administrative hearing, which was subsequently scheduled for October 8, 2025.

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

TERMS

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

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

2. Walgreens #04397 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 2, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Walgreens #04397 agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Walgreens #04397's TDDD license, number 02-1026400.
5. Walgreens #04397 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Walgreens #04397 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Walgreens #04397 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Walgreens #04397 by the Board and will NOT discharge Walgreens #04397 from any obligation under the terms of this Agreement.
7. Walgreens #04397 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Walgreens #04397 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Walgreens #04397 will operate.
10. Walgreens #04397 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2026-0145

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

**IN THE MATTER OF:
Case No. A-2021-0407**

Cynthia Soto
SURRENDERED Registration No. 09-301564
1261 Double Eagle Ct.
Lebanon, OH 45036

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cynthia Soto, for the purpose of resolving all issues between the parties relating to Cynthia Soto's probation violation. Together, the Board and Cynthia Soto are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Cynthia Soto is registered as a certified pharmacy technician in the State of Ohio under registration number 09-301564.

FACTS

1. The Board initiated an investigation of Cynthia Soto, certified pharmacy technician, registration number 09-301564, related to a November 2021 conviction for OVI (felony).
2. On or about June 20, 2024, the Board sent a Notice of Opportunity for Hearing to Cynthia Soto, 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. Cynthia Soto timely requested an administrative, which was subsequently held on October 30, 2024, before Hearing Examiner David J. Bosley.
4. The Hearing Examiner's Report and Recommendation was considered by the Board on March 3, 2025. The Board's Order was issued on March 7, 2025, placing Cynthia Soto on a one-year period of probation, with monitoring conditions, beginning on the effective date of the Order.
5. On or about July 2025, the Board found Cynthia Soto to be in violation of the probationary terms imposed by her Board Order. At Cynthia Soto's request, the Board approved a request to voluntarily surrender her registration in lieu of a 3-month tolling of her probation term.

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. **Cynthia Soto agrees to voluntarily surrender to the State of Ohio Board of Pharmacy her certified technician registration no. 09-301564, with discipline pending.**
3. **The Board will consider an application for any license or registration over which the Board has jurisdiction. If the Board grants the issuance of the license or registration, Cynthia Soto's license or registration will be placed on a period of probation, pursuant to her Board Order dated March 7, 2025.**
 - a. **Ms. Soto must adhere to the terms of the Order, in full, and will not receive any credit for the days she has already completed.**
 - b. **Upon issuance of the license or registration, failure to complete the terms set forth in the Board's Order may result in the Board issuing a notice of**

opportunity for hearing to consider additional disciplinary action, including and up to revocation of the license or registration.

4. Cynthia Soto agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Cynthia Soto understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Cynthia Soto agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Cynthia Soto 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.

R-2026-0146

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

**IN THE MATTER OF:
CASE NO. A-2024-0178**

**United Ambulance Service of Cambridge, Inc.
DBA OhioHealth Southeastern Ambulance
License No. 02-0381651
523 Main Street
Caldwell, OH 43724**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and United Ambulance Service of Cambridge, Inc., DBA OhioHealth Southeastern Ambulance (Southeastern Ambulance) for the purpose of resolving all

issues between the parties relating to the Board investigation of Southeastern Ambulance's drug storage and security. Together, the Board and Southeastern Ambulance 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. Southeastern Ambulance is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0381651.

FACTS

1. The Board initiated an investigation of Southeastern Ambulance, Terminal Distributor of Dangerous Drugs license number 02-0381651, related to Southeastern Ambulance's drug storage and security.
2. On or about December 5, 2024, the Board sent a Notice of Opportunity for Hearing to Southeastern Ambulance, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about December 10, 2024, Southeastern Ambulance timely requested an administrative hearing, which was subsequently scheduled for June 3, 2025. On March 28, 2025, Southeastern Ambulance requested a continuance of the administrative hearing, which was granted and the hearing was rescheduled for October 6, 2025. WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Southeastern Ambulance neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 5, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Southeastern Ambulance agrees to pay to the Board a monetary penalty the amount of \$10,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this

fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.

4. The Board hereby imposes a written reprimand on Southeastern Ambulance's TDDD license, number 02-0381651.
5. Southeastern Ambulance 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. Southeastern Ambulance 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 Southeastern Ambulance 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 Southeastern Ambulance by the Board and will NOT discharge Southeastern Ambulance from any obligation under the terms of this Agreement.
7. Southeastern Ambulance agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Southeastern Ambulance 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 Southeastern Ambulance will operate.
10. Southeastern Ambulance 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-2026-0147

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

**IN THE MATTER OF:
CASE NO. A-2024-0179**

**United Ambulance Service of Cambridge, Inc.
DBA OhioHealth Southeastern Ambulance
License No. 02-0381650
1331 Campbell Ave.
Cambridge, OH 43724**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and United Ambulance Service of Cambridge, Inc., DBA OhioHealth Southeastern Ambulance (Southeastern Ambulance) for the purpose of resolving all issues between the parties relating to the Board investigation of drug storage and security. Together, the Board and Southeastern Ambulance 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. Southeastern Ambulance is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0381650.

FACTS

1. The Board initiated an investigation of Southeastern Ambulance, Terminal Distributor of Dangerous Drugs license number 02-0381650, related to Southeastern Ambulance’s drug storage and security.

2. On or about December 5, 2024, the Board sent a Notice of Opportunity for Hearing to Southeastern Ambulance, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about December 10, 2024, Southeastern Ambulance timely requested an administrative hearing, which was subsequently scheduled for June 3, 2025. On March 28, 2025, Southeastern Ambulance requested a continuance of the administrative hearing, which was granted and the hearing was rescheduled for October 6, 2025. WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Southeastern Ambulance neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 5, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Southeastern Ambulance agrees to pay to the Board a monetary penalty the amount of \$15,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on Southeastern Ambulance's TDDD license, number 02-0381650.
5. Southeastern Ambulance 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. Southeastern Ambulance 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 Southeastern Ambulance 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 Southeastern Ambulance by the Board and will NOT discharge Southeastern Ambulance from any obligation under the terms of this Agreement.

7. Southeastern Ambulance agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Southeastern Ambulance 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 Southeastern Ambulance will operate.
10. Southeastern Ambulance 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-2026-0148

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

**IN THE MATTER OF:
CASE NO. A-2024-0430**

**Shrivers Pharmacy #1
License No. 02-1736450**

105 N. Kennebec Ave.
McConnellsville, OH 43756

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Shrivvers Pharmacy #1 (Shrivvers) for the purpose of resolving all issues between the parties relating to the Board investigation of Shrivvers' drug storage and security. Together, the Board and Shrivvers 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. Shrivvers Pharmacy #1 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1736450.

FACTS

1. The Board initiated an investigation of Shrivvers, Terminal Distributor of Dangerous Drugs license number 02-1736450, related to Shrivvers' drug storage and security.
2. On or about May 27, 2025, the Board sent a Notice of Opportunity for Hearing to Shrivvers, 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 29, 2025, Shrivvers, through owner John Coler, RPh, timely requested an administrative hearing, which was subsequently scheduled for November 4, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Shrivvers neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 27, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Shrivvers 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 Shrivvers' TDDD license, number 02-1736450.
5. Shrivvers 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. Shrivvers 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 Shrivvers 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 Shrivvers by the Board and will NOT discharge Shrivvers from any obligation under the terms of this Agreement.
7. Shrivvers agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Shrivvers 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 Shrivvers will operate.
10. Shrivvers 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-2026-0149

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

**IN THE MATTER OF:
CASE NO. A-2025-0197**

Smooth Line Aesthetics by Bonnie
License No. 02-64000663
6571 Wilson Mills Rd.
Mayfield, OH 44143

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Smooth Line Aesthetics by Bonnie (Smooth Line) for the purpose of resolving all issues between the parties relating to the Board investigation of Smooth Line's possession of a non-FDA approved "Research Use Only" drug, obtained from an unlicensed source. Together, the Board and Smooth Line 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. Smooth Line is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000663.

FACTS

1. The Board initiated an investigation of Smooth Line, Terminal Distributor of Dangerous Drugs license number 02-64000663, related to Smooth Line's

possession of a non-FDA approved “Research Use Only” drug, obtained from an unlicensed source.

2. On or about July 10, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Smooth Line, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 15, 2025, Smooth Line, through owner Bonnie Kitchen, APRN, timely requested an administrative hearing, which was subsequently scheduled for October 7, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Smooth Line admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated July 10, 2025, and the Board finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Smooth Line’s TDDD license number 02-64000663 and reinstate the license immediately upon the effective date of this Agreement.
4. Smooth Line agrees to pay to the Board a monetary penalty in the amount of \$25,000. This fine will be attached to your license record.
 - a. \$5,000 of the fine must be paid no later than twelve (12) months from the effective date of this Agreement.
 - b. \$20,000 of the fine is stayed, subject to successful completion of Term #6, payment of the \$5,000 fine as stated in Term #4a, and contingent upon no additional violations by Smooth Line in twelve (12) months from the effective date of this Agreement.
 - c. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
5. The Board hereby imposes a written reprimand on Smooth Line’s TDDD license, number 02-64000663.

6. Smooth Line agrees that Bonnie Kitchen or the current Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six (6) months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.
7. Smooth Line agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. Smooth Line 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 Smooth Line 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 Smooth Line by the Board and will NOT discharge Smooth Line from any obligation under the terms of this Agreement.
9. Smooth Line agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Smooth Line understands that it has the right to be represented by counsel for review and execution of this agreement.
11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Smooth Line will operate.
12. Smooth Line explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

R-2026-0150

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

**IN THE MATTER OF:
CASE NO. A-2024-0509**

Anas Rayes, RPh
License No. 03-444807
4885 Fairview Ct.
West Bloomfield, MI 48322

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Anas Rayes, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Mr. Rayes' theft of one tablet ibuprofen 800mg from the pharmacy where he was employed. Together, the Board and Anas Rayes 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. Anas Rayes is a licensed pharmacist in the state of Ohio under license number 03-444807.

FACTS

1. The Board initiated an investigation of Anas Rayes, pharmacist license number 03-444807, related to Mr. Rayes' theft of one tablet ibuprofen 800mg from the pharmacy where he was employed.

2. On or about May 30, 2025, the Board sent a Notice of Opportunity for Hearing to Anas Rayes, 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 May 30, 2025, Anas Rayes, timely requested an administrative hearing, which was subsequently scheduled for October 6, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Anas Rayes neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 30, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Anas Rayes agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Anas Rayes'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. Anas Rayes must obtain three hours of approved continuing pharmacy education (0.3 CEUs) which may not also be used for license renewal. The 0.3 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Anas Rayes's pharmacist license, number 03-444807.
6. Anas Rayes agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Anas Rayes understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Anas Rayes 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. Anas Rayes explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0151

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

**IN THE MATTER OF:
CASE NO. I-2024-0948**

Mackenzie Daniel
License No. 09-140411
107 Snead Rd.
Pataskala, OH 43062

SURRENDER AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Surrender Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Mackenzie Daniel, for the purpose of resolving all issues between the parties relating to the Board investigation of Mackenzie Daniel's unlawful dissemination of patient health information. Together, the Board and Mackenzie Daniel 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 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee.

2. Mackenzie Daniel is a registered pharmacy technician trainee in the state of Ohio under registration number 09-140411.

FACTS

1. The Board initiated an investigation of Mackenzie Daniel, pharmacy technician trainee registration number 09-140411, based on a notification that Mackenzie Daniel had been terminated for sharing a patient's personal health information.
2. On or about September 4, 2025, Mackenzie Daniel informed a Board agent that she "no longer wished to pursue being a technician."

WHEREFORE, in lieu of the Board issuing a Notice of Hearing (NOH) and proceeding with disciplinary action, the Board and Mackenzie Daniel have agreed to resolve this matter by entering into this Surrender Agreement. Criminal proceedings, if any, are not affected by this Agreement.

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 Surrender Agreement as though fully set forth herein.
2. **Mackenzie Daniel permanently and voluntarily surrenders to the Ohio Board of Pharmacy her registration as a pharmacy technician trainee, registration number 09-140411, with discipline pending.**
3. **The Board agrees not to take any further disciplinary action or institute additional administrative proceedings against Mackenzie Daniel's registration.**
4. **Mackenzie Daniel agrees never to reapply for any license or registration over which the Board has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.**
5. Mackenzie Daniel agrees to pay all reasonable costs associated with the collection of any payment, and the prosecution of any violation of this Agreement.
6. Mackenzie Daniel understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Mackenzie Daniel understands that she may need to disclose this pending discipline to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license or attempts to obtain one in the future.

8. Mackenzie Daniel waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2026-0152

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

**IN THE MATTER OF:
CASE NO. A-2025-0269**

Aesthetics By Kayla
License No. 02-64000607
c/o Kayla Shane, APRN
3496 Snouffer Road, Ste 14
Columbus, Ohio 43235

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Aesthetics By Kayla for the purpose of resolving all issues between the parties relating to the Board investigation of Aesthetics By Kayla's possession of non-FDA approved drugs obtained from an unlicensed entity. Together, the Board and Aesthetics By Kayla 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. Aesthetics By Kayla is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000607, located at 3496 Snouffer Road, Ste 14, Columbus, Ohio and lists Kayla Shane, APRN, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Aesthetics By Kayla, Terminal Distributor of Dangerous Drugs license number 02-64000607, related to Aesthetics By Kayla's possession of non-FDA approved drugs obtained from an unlicensed entity.
2. On or about September 10, 2025, the Board sent a Notice of Opportunity for Hearing to Aesthetics By Kayla, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about September 11, 2025, Aesthetics By Kayla timely requested an administrative hearing. This matter was settled via this Agreement in lieu of an administrative hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Aesthetics By Kayla admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated September 10, 2025; however, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Aesthetics By Kayla's TDDD, license number 02-64000607, and reinstate the license upon the effective date of this Agreement.
4. Aesthetics By Kayla agrees to pay to the Board a monetary penalty the amount of \$25,000. \$20,000 of this monetary penalty shall be stayed upon the following conditions:
 - a. Aesthetics By Kayla pays \$5,000 to the Board no later than twelve (12) months from the effective date of this Agreement; and

- b. Aesthetics By Kayla does not have any additional violations of rule or law, as listed in Term 8 of this Agreement, for no less than twelve (12) months from the effective date of this Agreement.
 - c. The remaining balance will be due immediately if Aesthetics By Kayla does not meet conditions 4(a) and 4(b), as outlined above.
 - d. This monetary penalty will be attached to the license record for Aesthetics By Kayla. To pay this fine, a representative for Aesthetic Essentials must login to www.elicense.ohio.gov and process the items in the cart.
5. The Board hereby imposes a written reprimand on Aesthetics By Kayla's TDDD license, number 02-64000607.
6. Aesthetics By Kayla agrees that the current Responsible Person must complete the Board sponsored Responsible Person 101 Roundtable (1 hour) and six hours of approved continuing education (0.6 CEUs) in the topics of drug storage and handling, regulatory compliance and/or law/ethics. The Roundtable and 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.
7. Aesthetics By Kayla agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. Aesthetics By Kayla 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 Aesthetics By Kayla 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 Aesthetics By Kayla by the Board and will NOT discharge Aesthetics By Kayla from any obligation under the terms of this Agreement.
9. Aesthetics By Kayla agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Aesthetics By Kayla understands that it has the right to be represented by counsel for review and execution of this agreement.

11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Aesthetics By Kayla will operate.
 12. Aesthetics By Kayla explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
 13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 16. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2026-0153

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Ageless Medica, LLC, Mason, Ohio, Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Ageless Medica, LLC, Mason, Ohio (0264000579). The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

9:29 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 Albert Czachor, Colchester, Connecticut.

R-2026-0154

Ms. Ferris 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. Hubert and approved by the Board: Yes-5, No-0.

9:57 a.m.

Mr. Schierholt joined the meeting.

10:13 a.m.

The deliberation ended and the hearing opened to the public.

10:13 a.m.

Mr. Miller and Mr. Whiston joined the meeting.

R-2026-0155

After votes were taken in public session, the Board adopted the following order in the Matter of Albert Czachor, Colchester, Connecticut:

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2023-0411

In The Matter Of:

Albert Zygmunt Czachor, RPh

36 Nelkin Rd.

Colchester, CT 06415

Pending License No. APP-000714078

INTRODUCTION

The Matter of Albert Czachor, RPh, came for hearing on October 7, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Anthony Buchta, Sr., RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; and Leonard Hubert, *Public Member*.

Absent: Trina Buettner, RPh; Rich Miller, RPh; Tom Whiston RPh

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. Kyle Chapman, Agent, Ohio Board of Pharmacy
2. Chris Holmes

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Application (with attachments)
5. Court Records
6. Police Report

7. Docket
8. E-mail from Prosecutor
9. Respondent's Written Statement In lieu of Personal Appearance and attached documents
 - a. Authorization Practice Liaison
 - b. Authorization Human Resources
 - c. Certificate
 - d. CVS Pharmacy Internal & External Offer Letter 2025-00-25
 - e. Czachor Albert CV
 - f. Czachor Albert IOP_PHP Completion Certificate
 - g. Czachor UA Results 8-21-25
 - h. Treatment letter – Albert C.

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On Respondent's application submitted on or about July 17, 2023, he answered "Yes" to the question inquiring whether he had any other record of arrest (not related to drug charges), charges, or have a conviction of a felony, misdemeanor or traffic violation (even if dismissed or sealed or the equivalent thereof in another jurisdiction). Respondent disclosed a pending charge of "criminal mischief 2nd degree plus others."
 - a. On or about November 19, 2024, in the Superior Court of the State of Connecticut, Respondent pleaded guilty to one count of Illegal Discharge of Firearm, in violation of CGS/PA No. 53-203 (class C misdemeanor), and three counts of Risk of Injury to Child, in violation of CGS/PA No. 53-21 (class C felonies). On or about January 29, 2025, Respondent was sentenced to six years in prison, with the "execution of sentence" after 6 months served, followed by 3 years of probation, with supervision conditions including compliance with counseling, taking medications as prescribed, obeying standing criminal protective order, and maintaining sobriety. *State of Connecticut vs. Albert Z. Czachor*, State of Connecticut Superior Court, Docket No. K21N-CR22-0166868-S.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2023:

- a. Has been convicted of a felony, or a crime of moral turpitude, as defined in section 4776.10 of the Revised Code, ORC Section 4729.16 (A)(2)(a); and
 - b. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
2. Such conduct as set forth in the Findings of Fact Section, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 1, 2025:
 - a. Has a criminal conviction for, judicial finding of guilt of, or plea of guilty to a disqualifying offense, OAC Rule 4729:1-4-01(B)(2)(a); and
 - b. 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).

DECISION OF THE BOARD

This matter came before the Board pursuant to Section 4729.16 of the Ohio Revised Code and Rule 4729:1-4-01 of the Ohio Administrative Code. The Board has considered the record as a whole, including all admitted Exhibits, Finding of Fact 1 (inclusive), Conclusions of Law 1 and 2 (inclusive), and the factors listed in Section 9.79(D)(1)(a)-(e) of the Ohio Revised Code, as set forth with particularity in the Notice of Opportunity for Hearing.

The Ohio Board of Pharmacy hereby **permanently denies** the Application for a license to practice pharmacy as a pharmacist in the State of Ohio, APP-000714078, submitted by Albert Czachor on or about July 17, 2023. Albert Czachor may not apply for any license or registration over which the Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.

Mr. Grimm moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

Mr. Grimm moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

Mr. Grimm moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

10:15 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 CryoOH DBA: Cryo Ohio Inc., Cincinnati, Ohio.

R-2026-0156 Mr. Hubert moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

11:21 a.m. The deliberation ended and the hearing opened to the public.

R-2026-0157 After votes were taken in public session, the Board adopted the following order in the Matter of CryoOH DBA: Cryo Ohio Inc., Cincinnati, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2025-0227)

In The Matter Of:

CryoOH DBA: Cryo Ohio Inc.

3673 Paxton Ave

Cincinnati, OH 45208

Revoked License No. 02-60001584

INTRODUCTION

On August 6, 2025, the Ohio Board of Pharmacy (Board) issued a Summary Suspension/Notice of Opportunity for Hearing (Notice) to CryoOH DBA: Cryo Ohio Inc. (CryoOH) via registered email to CryoOH's email of record with the Board. The Certified Record of Opening confirmed the Notice was delivered and opened on August 6, 2025. Pursuant to Ohio Revised Code Section 119.07, CryoOH had a right to a hearing if requested within thirty days of service. CryoOH failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on October 7, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, Presiding; Jason George, RPh, Vice President; Anthony Buchta, Sr., RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; and Leonard Hubert, Public Member.

Absent: Trina Buettner, RPh; Rich Miller, RPh; Tom Whiston, RPh.

CryoOH DBA: Cryo Ohio Inc. did not have a representative present and the entity was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Sarah Nash – Board Specialist

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Inspection Report
3. Response to Inspection Report
4. Photos taken during inspection
5. Affidavit of Danielle Fisher

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On or about July 23, 2025, a Board Specialist and Board Agent (Board inspectors) conducted an inspection at CryoOH DBA: Cryo Ohio Inc. (CryoOH), located at 3673 Paxton Ave Cincinnati, Ohio. Mary Beth Schell, CryoOH's owner, who is not a licensed healthcare professional, was present and assisted Board Inspectors during the inspection. At the time of the inspection, CryoOH employed the following healthcare professionals: Christopher D. Lawley, DO [Ohio Medical Board license number 34.004502]; Jonathan W. Van Zile, MD [Ohio Medical Board license number 35.053908]; Meghan I. Johnson, CRNA [Ohio Board of Nursing license numbers APRN.CRNA.07268 and RN.274865]; Lindsey France, CRNA [Ohio Board of Nursing license numbers APRN.CRNA.0020548 and RN.505468]; and Erin Sedgwick, RN [Ohio Board of Nursing license number RN.326607].
2. The inspection revealed CryoOH was in possession of illegal dangerous drugs, listed in Allegation 3, purchased from Alpha BioMed and Unboxed Fillers.
 - a. Alpha BioMed is not a licensed wholesale drug distributor, outsourcing facility, compounding pharmacy, or drug manufacturer in the United States and does not have Food and Drug Administration (FDA) manufacturer registration. Dangerous Drugs purchased from Alpha BioMed are misbranded.

- b. Unboxed Fillers's website states they are a licensed facility in Europe; however, Unboxed Fillers is not a licensed wholesale drug distributor, outsourcing facility, compounding pharmacy, or drug manufacturer in the United States and does not have Food and Drug Administration (FDA) manufacturer registration. Dangerous Drugs purchased from Unboxed Fillers are misbranded.
3. CryoOH was in possession of the following illegal drugs during the inspection:
- a. 3 vials of Botox Cosmetic vials with non-English text on the labels
 - i. 2 vials were used and 1 vial was partially used
 - 1. Botox is manufactured by Allergan and sold by AbbVie. On or about July 24, 2025, after review of the vials, AbbVie confirmed the vials were manufactured- for and distributed to- Turkey. While the product was authentic, it was not purchased through a legal supply chain and was not approved by the U.S. Food and Drug Administration (FDA). It was illegal in the United States.
 - b. 2 vials of Dysport with non-English text on the labels
 - i. 1 vial was unused vial and 1 vial was partially used
 - 1. Dysport is manufactured by Ipsen. On or about July 31, 2025, after review of the vials, Ipsen confirmed the vials were diverted product and not purchased from a legal supply chain. The vials were originally distributed to Turkey. The product was authentic; however, it was not approved by the FDA and was illegal to purchase and possess in the United States.
 - c. 10 vials of injectable products from Alpha BioMed, including:
 - i. 5 vials of BPC-157/TB 500 10 mg/10 mg/vial
 - 1. 4 vials were unused and 1 vial was partially used
 - ii. 3 vials of GLOW (GHK-CU/BPC 157/TB 500) 27/5/10 mg/vial
 - 1. 2 vials were unused and 1 vial was partially used
 - iii. 2 vials of NAD+ Biofermented 1000 mg/vial
 - 1. 1 vial was unused and 1 vial was partially used
4. The inspection conducted on July 23, 2025, resulted in seven warnings requiring written responses and two warnings, including but not limited to:

- a. Purchased dangerous drugs from unlicensed entities.
 - i. Board inspectors observed vials of injectable drugs from unlicensed entities, Alpha BioMed and Unboxed Fillers.
 - ii. The clinic did not complete a query of the board's online roster prior to purchase of dangerous drugs at wholesale.
- b. Non-controlled dangerous drugs and hypodermics were not maintained under appropriate supervision and control.
 - i. Dangerous drugs and hypodermics were stored in the clinic's medication room which was accessible by two doors with keypad locks. During the inspection, one door was open to a second room where patients may receive treatment.
 - ii. The keypad codes were not sufficient.
- c. CryoOH was acting as a pick-up station, but did not meet the requirements of a pickup station.
 - i. The clinic received patient-specific prescriptions from Empower Pharmacy (Florida) and Cedar Pharmacy (Idaho).
 - ii. CryoOH did not meet the requirements of a pickup station as there was no clear and convincing evidence that delivery of the prescription to the patient would result in danger to the public health or safety or result in danger to the patient, as required by rule to act as a pick-up station.
- d. Multi-dose vials were not properly labeled.
 - i. The following products were observed but the vial did not include a date opened and/or the beyond use date (BUD):
 - 1. Glow 27/5/10 mg/vial - 1 vial
 - 2. NAD + - 1 vial
 - 3. BPC 157/TB 500 - 1 vial
 - 4. Kenalog 50 mg/5 ml - 1 vial
- e. Adulterated drugs were comingled in the active drug stock.
 - i. Expired and adulterated drugs were observed in the active drug stock, including but not limited to:
 - 1. epinephrine 1 mg/ml

2. diphenhydramine 500 mg/10 ml
 3. bacteriostatic sodium chloride injection
 4. Amino Blend
- ii. An Olympia Mineral Blend vial with a BUD of 7/28/2025 from Olympia; however, the clinic's label stated a 28-day BUD of 8/7/2025. This exceeded the Outsourcer's BUD.
- f. The clinic was personally furnishing drugs without a prescriber on-site.
 - i. Injectable peptides from Alpha BioMed were compounded and personally furnished to patients by nursing staff, instead of by a prescriber.
 - g. Patient-specific prescriptions were used as office stock.
 - i. Three different prescriptions were dispensed to Ms. Schell, but intended to be used as office stock, including:
 1. NAD+, bacteriostatic water, and a jar of benzocaine/lidocaine/tetracaine ointment.
 - ii. One prescription was dispensed to a nurse at the clinic, which included:
 1. Three total bottles of valacyclovir 1 gm tablet.
 - iii. Two prescriptions for semaglutide/glycine/cyanocobalamin were dispensed to patients of the clinic but were unboxed and used as office stock.
 - h. Immediate-use, sterile non-hazardous compounding occurring without the required prescriber oversight.
 - i. CryoOH advertised IV hydration, but Ms. Schell stated a prescriber was only on-site approximately weekly. It appeared that immediate-use sterile compounding was occurring without the personal supervision or final check by a prescriber.
 - i. Dispensing of dangerous drugs pursuant to a protocol.
 - i. Board inspectors observed detailed reconstitution instructions and dose ranges taped to cabinets, as well as a 48-page binder with the title "Infusion Protocols."

1. It appeared that the clinic operated under protocols, rather than patient-specific orders from a prescriber. The clinic does not meet criteria to administer dangerous drugs via protocol.
5. A request for records was included in the inspection report, #17, which included three years of the following records to be provided to the Board within three business days, pursuant to the Ohio Administrative Code, including:
 - a. Purchases of any Alpha BioMed product.
 - b. Personally furnishing records for any Alpha BioMed product.
 - c. Prescriber orders for the administration of Botox Cosmetic, Dysport, and Alpha BioMed products.
 - d. Administration records of Botox Cosmetic, Dysport, and Alpha BioMed products.
 - e. Correspondence with Alpha BioMed on products offered and/or the company's status as a manufacturer/wholesaler (any correspondence, no timeframe).
 - f. Records of purchase of any dangerous drug (i.e. Botox, Dysport, etc.) from Unboxed Fillers or any other entity.
 - i. The request was submitted by a Board Specialist again on August 1, 2025, for the records that had not yet been received. As of the issuance of this Notice letter, CryoOH has failed to submit the following records to the Board: patient records of:
 1. Prescriber orders for the administration of Botox Cosmetic, Dysport, and Alpha BioMed products.
 2. Records of the administration of Botox Cosmetic, Dysport, and Alpha BioMed products.
 3. Records of personally furnishing for any Alpha BioMed product.
6. During the July 23, 2025 inspection, CryoOH's owner, Mary Beth Schell, was interviewed by Board inspectors. She stated the following:
 - a. Botox Cosmetic and Dysport were purchased from Unboxed Fillers, a website offering products she described as the same as Botox Cosmetic but cheaper.
 - b. Ms. Schell described Botox Cosmetic as half the price compared to purchasing from AbbVie. [Note: Botox is manufactured by Allergan and sold by AbbVie.]

- c. Her nurses went shopping for medication inventory. Once the shopping cart contained the needed products, the nurse(s) would contact Ms. Schell to submit payment.
- d. Ms. Schell acknowledged she did not have much oversight (over this process) and did not vet out distributors to determine whether they were licensed by the Board.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 3715.52 of the ORC, prohibited acts, each, a misdemeanor of the fourth degree: The following acts and causing them are prohibited:
 - a. The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated¹ or misbranded,² ORC Section 3715.52(A)(1); and
 - b. The adulteration or misbranding of any food, drug, device, or cosmetic, ORC Section 3715.52(A)(2); and
 - c. The receipt in commerce of any food, drug, device, or cosmetic that is adulterated or misbranded, and the delivery or proffered delivery thereof for pay or otherwise, ORC Section 3715.52(A)(3); and
 - d. The sale, delivery for sale, holding for sale, or offering for sale of any article in violation of section 3715.61 or 3715.65 of the Revised Code, ORC Section 3715.52(A)(4); and
 - e. The dissemination of any false advertisement, ORC Section 3715.52(A)(5); and
 - f. Forging, counterfeiting, simulating, or falsely representing, or without proper authority using any mark, stamp, tag, label, or other identification device authorized or required by rules adopted pursuant to sections 3715.52 to 3715.72 of the Revised Code, ORC Section 3715.52(A)(10).
2. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.51(F) of the ORC, effective September 29, 2017 and April 6, 2017, No licensed terminal distributor of dangerous drugs or person that is exempt from licensure under section 4729.541 of the Revised Code shall purchase dangerous drugs or investigational drugs or products from any person other than a licensed

¹ ORC Section 3715.63 states: When a drug or device is adulterated

² ORC Section 3715.64 states: When a drug or device is misbranded

manufacturer, outsourcing facility, third-party logistics provider, repackager, or wholesale distributor, each violation is a misdemeanor of the first degree.

3. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 3715.68(A) of the ORC, An advertisement of food, drug, device, or cosmetic is false if it is false or misleading in any particular.
4. Such conduct as set forth in the Findings of Fact, each constitutes a violation of Section 4729.60(B) of the ORC, Before a licensed terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the roster established pursuant to section 4729.59 of the Revised Code to confirm the seller is licensed to engage in the sale or distribution of dangerous drugs at wholesale.
5. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-3-04 of the OAC, as effective May 19, 2025:
 - a. Before a terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the board's online roster (available on the board's website: www.pharmacy.ohio.gov) to confirm any of the following:
 - i. The seller is licensed to engage in the sale of dangerous drugs in accordance with section 4729.52 of the Revised Code, OAC Rule 4729:5-3-04(A)(1); and
 - ii. The seller is licensed to engage in the occasional sale or distribution of dangerous drugs at wholesale in accordance with rule 4729:5-3-09 of the Administrative Code, OAC Rule 4729:5-3-04(A)(2); and
 - b. If no documented query is conducted before a purchase is made, it shall be presumed that the purchase of dangerous drugs by the terminal distributor is in violation of section 4729.51 of the Revised Code, OAC Rule 4729:5-3-04(B).
6. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 4729.291(A) of the ORC, Drugs personally furnished by prescriber- Except when provided under section 4731.97 of the Revised Code, when a licensed health professional authorized to prescribe drugs personally furnishes drugs to a patient pursuant to division (B) of section 4729.29 of the Revised Code, the prescriber shall ensure that the drugs are labeled and packaged in accordance with state and federal drug laws and any rules and regulations adopted pursuant to those laws. Records of purchase and disposition of all drugs personally furnished to patients shall be maintained by the prescriber in accordance with state and federal drug statutes and any rules adopted pursuant to those statutes.
7. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022:

- a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and
 - b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).
- 8. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective October 3, 2023, TDDD license requirements:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and
 - b. A... licensed health professional authorized to prescribe drugs... will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and
 - c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C).
- 9. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023:
 - a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, ORC Section 4729.57(B)(4); and
 - d. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, ORC Section 4729.57(B)(5); and
 - e. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this division prohibits a terminal distributor of dangerous drugs from furnishing information concerning a dangerous drug to a health care

- provider or another licensed terminal distributor; ORC Section 4729.57(B)(6); and
- f. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - g. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
10. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:
- a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and
 - c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, OAC Rule 4729:5-4-01(B)(4); and
 - d. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, OAC Rule 4729:5-4-01(B)(5); and
 - e. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this rule prohibits a terminal distributor of dangerous drugs from furnishing information concerning a dangerous drug to a health care provider or another licensed terminal distributor, OAC Rule 4729:5-4-01(B)(6); and
 - f. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and
 - g. Commission of an act that constitutes a misdemeanor that is related to, or committed in, the person's professional practice, OAC Rule 4729:5-4-01(B)(18); and
 - h. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23).
11. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:7-3-03 of the OAC, as effective March 31, 2021, Non-Hazardous Drugs Compounded by a Prescriber:

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

- e. For all compounded drugs prepared pursuant to this rule, a prescriber shall:
 - i. Inspect and approve the compounding process, OAC Rule 4729:7-3-03(G)(1); and
 - ii. Except as provided in paragraph (H) of this rule, perform medication validation ("final check") prior to the medication being administered, OAC Rule 4729:7-3-03(G)(2); and
 - f. All the following are required to administer a compounded drug preparation in accordance with paragraphs (H)(1) and (H)(2) of this rule:
 - i. Verify the accuracy of:
 - 1. Drug name, OAC Rule 4729:7-3-03(I)(3)(a); and
 - 2. Drug strength and dosage form, OAC Rule 4729:7-3-03(I)(3)(b); and
 - 3. Drug volume, OAC Rule 4729:7-3-03(I)(3)(c); and
 - 4. Rate of administration, OAC Rule 4729:7-3-03(I)(3)(d); and
 - 5. Route of administration, OAC Rule 4729:7-3-03(I)(3)(e); and
 - 6. Expiration dates/times, OAC Rule 4729:7-3-03(I)(3)(f); and
 - 7. Appearance and physical integrity of the drugs, OAC Rule 4729:7-3-03(I)(3)(g); and
 - ii. Indicate in the compounding record verification was completed, OAC Rule 4729:7-3-03(I)(4); and
 - iii. A licensed prescriber is on-site and immediately available, OAC Rule 4729:7-3-03(I)(5); and
 - g. A prescriber shall not compound drug preparations unless a specific patient need exists. Compounding for anticipated needs or engaging in compounding practices where multiple non-patient specific doses are produced in a single activity is prohibited, OAC Rule 4729:7-3-03(J).
12. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:7-3-04 of the OAC, as effective April 2, 2021, Immediate-use, sterile non-hazardous drugs compounded by a prescriber:
- a. The responsible person of a facility where a prescriber is engaged in the compounding of immediate-use, sterile non-hazardous dangerous drug preparations in accordance with paragraph (B) of this rule shall be responsible for all the following:

- i. Developing and implementing appropriate compounding procedures, OAC Rule 4729:7-3-04(A)(1); and
 - ii. Overseeing facility compliance with this rule, OAC Rule 4729:7-3-04(A)(2); and
 - iii. Compliance with Title 21 U.S.C. section 353a (11/27/2013) and all other applicable federal and state laws, regulations and rules, OAC Rule 4729:7-3-04(A)(3); and
 - iv. Ensuring training and competency of compounding personnel, OAC Rule 4729:7-3-04(A)(4); and
 - v. Ensuring that compounded drug preparations maintain quality and sterility until administered, OAC Rule 4729:7-3-04(A)(5); and
 - vi. Maintaining drug compounding records pursuant to rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-04(A)(6); and
 - vii. The proper maintenance, cleanliness, and use of all equipment used in compounding, OAC Rule 4729:7-3-04(A)(7); and
 - viii. Ensuring aseptic technique for the preparation of all sterile compounded drugs, OAC Rule 4729:7-3-04(A)(8); and
- b. Immediate-use, sterile compounded drug preparations are exempt from the requirements in rule 4729:7-3-03 of the Administrative Code if all the following criteria are met:
- i. The compounding process involves the simple transfer of not more than three commercially manufactured packages of sterile, non-hazardous drugs from the manufacturers' original containers and not more than two entries into any one container or package (e.g., bag, vial) of sterile infusion solution or administration container/device, OAC Rule 4729:7-3-04(B)(1); and
 - ii. Personnel shall adhere to appropriate aseptic technique, including all the following:
 - 1. Before beginning compounding activities, personnel shall perform a thorough hand-hygiene procedure, OAC Rule 4729:7-3-04(B)(2)(a); and
 - 2. Compounding personnel shall don gloves prior to engaging in compounding activities, OAC Rule 4729:7-3-04(B)(2)(b); and
 - iii. If not immediately administered, the finished compounded drug preparation shall be regularly monitored by compounding personnel to

minimize the potential for contact with non-sterile surfaces, introduction of particulate matter or biological fluids, mix-ups with other compounded drug preparations, and direct contact of outside surfaces, OAC Rule 4729:7-3-04(B)(3); and

- iv. The beyond-use date for an immediate-use compounded drug preparation is as follows:
 - 1. Except as provided in paragraph (B)(4)(b) of this rule, no later than six-hours following preparation of the drug, OAC Rule 4729:7-3-04(B)(4)(a); and
 - 2. For preparations of buffered lidocaine containing antimicrobial preservatives, no later than twelve-hours following preparation of the drug, OAC Rule 4729:7-3-04(B)(4)(b); and
- v. If administration has not begun within the beyond-use dating described in paragraph (B)(4) of this rule, the drug shall be promptly, properly, and safely disposed. Records of disposal shall be maintained in accordance with rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-04(B)(5); and
- vi. Unless administered immediately, the compounded drug preparation shall bear a label listing all the following:
 - 1. Except for preparations compounded in accordance with paragraph (G)(2) of this rule, patient identification information, including the patient's first and last name, OAC Rule 4729:7-3-04(B)(6)(a); and
 - 2. The name and quantity of each ingredient, OAC Rule 4729:7-3-04(B)(6)(b); and
 - 3. The beyond-use date and time prepared, OAC Rule 4729:7-3-04(B)(6)(c); and
 - 4. The name or initials of the person who prepared the compounded drug preparation, OAC Rule 4729:7-3-04(B)(6)(d); and
- vii. Immediate-use compounded drug preparations are for administration only and shall not be personally furnished by a prescriber, OAC Rule 4729:7-3-04(B)(7); and
- c. Unless administered within one-hour of preparation, sterile compounded drug preparations for immediate-use shall be prepared in a designated clean medication area that is not adjacent to areas where potentially contaminated or hazardous items are placed. Such an area shall be limited to compounding personnel and shall not be in a location that has unsealed windows or doors that connect to the outdoors or high traffic flow, or that is adjacent to

construction sites, warehouses, or food preparation. Cleaning and disinfection agents must be selected and used with careful consideration of compatibility, effectiveness, and inappropriate or toxic residues. Cleaning and disinfecting shall occur before compounding is performed. This shall be followed by wiping with a residue-free disinfecting agent, such as sterile seventy per cent isopropyl alcohol, which is allowed to dry before compounding begins, OAC Rule 4729:7-3-04(C); and

- d. Preparations that do not meet all the requirements listed in paragraph (B) of this rule shall comply with the requirements in rule 4729:7-3-03 of the Administrative Code, OAC Rule 4729:7-3-04(E); and
- e. Records of drug compounding shall be maintained pursuant to rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-04(H); and
- f. A prescriber may designate an appropriately trained agent to prepare compounded drug preparations, OAC Rule 4729:7-3-04(K); and
- g. For all compounded drugs prepared pursuant to this rule, a prescriber shall:
 - i. Inspect and approve the compounding process, OAC Rule 4729:7-3-04(L)(1); and
 - ii. Except as provided in paragraph (M) of this rule, perform medication validation ("final check") prior to the medication being administered, OAC Rule 4729:7-3-04(L)(2); and
- h. The requirements of paragraph (M)(2) of this rule do not apply to either of the following:
 - i. A compounded drug preparation is being administered to a patient in the facility by a nurse licensed under Chapter 4723. of the Revised Code pursuant to a prescriber's order and, prior to administration, at least two nurses that are approved by the responsible person to prepare or administer compounded drugs comply with the requirements in paragraph (N) of this rule, OAC Rule 4729:7-3-04(M)(1); or
 - ii. A compounded drug preparation is prepared and administered to a patient in the facility by a nurse licensed under Chapter 4723. of the Revised Code pursuant to a prescriber's order and, prior to administration, the same nurse complies with paragraph (N) of this rule, OAC Rule 4729:7-3-04(M)(2); and
- i. All the following are required to administer a compounded drug preparation in accordance with paragraphs (M)(1) and (M)(2) of this rule:
 - i. Verify the accuracy of:
 - 1. Drug strength and dosage form, OAC Rule 4729:7-3-04(N)(3)(b); and

2. Expiration dates/times, OAC Rule 4729:7-3-04(N)(3)(f); and
 3. Appearance and physical integrity of the drugs, OAC Rule 4729:7-3-04(N)(3)(g); and
 - ii. Indicate in the compounding record verification was completed, OAC Rule 4729:7-3-04(N)(4); and
 - iii. A licensed prescriber is on-site and immediately available, OAC Rule 4729:7-3-04(N)(5).
13. Such conduct as set forth in the Findings of Fact, constitutes a violation of Rule 4729:5-3-12 of the OAC, as effective March 1, 2020:
- a. A terminal distributor of dangerous drugs may distribute or dispense dangerous drugs pursuant to a protocol. As used in this rule, "protocol" means a definitive set of written treatment guidelines with orders for drugs and their specified dosages for administration to individuals under the following circumstances:
 - i. The provision of medical services to individuals in an emergency situation when the services of a prescriber authorized by the revised code to prescribe dangerous drugs as part of their professional practice are not immediately available. An emergency situation may manifest itself by acute symptoms of sufficient severity that an authorized individual providing medical services under this paragraph could reasonably expect the absence of immediate medical attention to result in placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part. Examples of emergency situations includes cases such as heart attacks, severe burns, extravasation, overdoses, cyanide poisonings, electrocutions, or severe asthmatic attacks, OAC Rule 4729:5-3-12(A)(1); and
 - ii. The administration of biologicals or vaccines to individuals for the purpose of preventing diseases, OAC Rule 4729:5-3-12(A)(2); and
 - iii. The administration of vitamin K for prevention of vitamin K deficient bleeding in newborns, OAC Rule 4729:5-3-12(A)(3); and
 - iv. The administration of erythromycin for prevention of ophthalmia neonatorum, OAC Rule 4729:5-3-12(A)(4); and
 - v. The administration of influenza antiviral treatment and chemoprophylaxis to residents and health care personnel at an institutional facility, as defined in agency 4729 of the Administrative Code, according to current

guidance issued by the United States center for disease control and prevention, OAC Rule 4729:5-3-12(A)(5).

14. Such conduct as set forth in the Findings of Fact, constitutes a violation of Rule 4729:5-3-06 of the OAC, as effective July 1, 2024: To prevent their use, adulterated drugs, as defined in agency 4729 of the Administrative Code, shall be stored in a separate and secure area apart from the storage of drugs used for dispensing, personally furnishing, compounding, and administration.
15. Such conduct as set forth in Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-3-14(A) of the OAC, as effective March 1, 2020: All terminal distributors of dangerous drugs shall provide effective controls and procedures to: Ensure supervision and control of dangerous drugs, as required in division (B) of section 4729.55 of the Revised Code, and adequate safeguards to ensure that dangerous drugs are being distributed in accordance with all state and federal laws, as required in section 4729.55 of the Revised Code, OAC Rule 4729:5-3-14(A)(2).
16. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-19-02 of the OAC, as effective March 1, 2020:
 - a. Except as provided in paragraph (E)(2) of this rule, only a prescriber shall personally furnish a drug. The act of personally furnishing shall be documented using positive identification, OAC Rule 4729:5-19-02(E)(1); and
 - b. A prescriber may designate a licensed health care professional acting within the scope of the professional's practice and, under the personal supervision of a prescriber or pharmacist, to prepare and package a dangerous drug that will be personally furnished by the prescriber or a pharmacist in accordance with paragraph (E)(2) of this rule, OAC Rule 4729:5-19-02(F)(1); and
 - c. Any patient specific dangerous drug dispensed by a pharmacy that is provided to a patient by a prescriber pursuant to rule 4729:5-5-14 of the Administrative Code is the property of that patient and is not considered personally furnishing. No prescriber that provides a patient with a drug pursuant to rule 4729:5-5-14 of the Administrative Code shall charge any additional fees or require any additional monetary compensation for the dangerous drug, OAC Rule 4729:5-19-02(K).
17. Such conduct as set forth in Findings of Fact, each constitutes a violation of the following sections of Rule 4729:5-19-03 of the OAC, as effective February 4, 2021:
 - a. The security and control of dangerous drugs is the responsibility of the responsible person on the terminal distributor of dangerous drugs license and the terminal distributor of dangerous drugs, OAC Rule 4729:5-19-03(A); and
 - b. During non-business hours, hypodermics shall be stored in an area secured by a physical barrier with suitable locks, which may include a substantially constructed cabinet, locked room, or secured facility. During normal business hours, hypodermics shall not be stored in areas where members of the public

are not supervised by individuals authorized to administer injections, OAC Rule 4729:5-19-03(H); and

- c. During non-business hours, non-controlled dangerous drugs shall be stored in an area secured by a physical barrier with suitable locks, which may include a substantially constructed cabinet, locked room, or secured facility. During normal business hours, non-controlled dangerous drugs shall not be stored in areas where members of the public are not supervised by individuals authorized to administer such drugs, OAC Rule 4729:5-19-03(I); and
 - d. Upon the initial puncture of a multiple-dose vial containing a drug, the vial shall be labeled with a beyond-use date or date opened. The beyond-use date for an opened or entered (e.g., needle punctured) multiple-dose container with antimicrobial preservatives is twenty-eight days, unless otherwise specified by the manufacturer. A multiple-dose vial that exceeds its beyond-use date shall be deemed adulterated, OAC Rule 4729:5-19-03(L); and
 - e. Adulterated drugs, including expired drugs, shall be stored in accordance with rule 4729:5-3-06 of the Administrative Code, OAC Rule 4729:5-19-03(M).
18. Such conduct as set forth in Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-19-04 of the OAC, as effective March 1, 2020:
- a. A clinic or prescriber office shall keep a record of all dangerous drugs received, administered, personally furnished, disposed, sold or transferred, OAC Rule 4729:5-19-04(A); and
 - b. Records of receipt shall contain the name, strength, dosage form, and quantity of the dangerous drugs received, the name and address of the seller, the name and address of the recipient, and the date of receipt. An invoice from a drug distributor licensed in accordance with division 4729:6 of the Administrative Code containing the required information may be used to meet this requirement, OAC Rule 4729:5-19-04(B); and
 - c. Records of personally furnishing shall contain the name, strength, dosage form, and quantity of the dangerous drugs personally furnished, the name, address and date of birth of the person to whom or for whose use the dangerous drugs were personally furnished, the positive identification of the prescriber personally furnishing the drug, the date the drug is personally furnished and, if applicable, the date the drug is received by the patient or patient's caregiver, OAC Rule 4729:5-19-04(D); and
 - d. Records of administration shall contain the name, strength, dosage form, and quantity of the dangerous drugs administered, the name and date of birth of the person to whom or for whose use the dangerous drugs were administered, the date of administration, and either:

- i. For non-controlled substance dangerous drugs: the identification of the health care professional administering the drug, OAC Rule 4729:5-19-04(E)(1)(a); and
 - ii. Records of dangerous drugs administered which become a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph, OAC Rule 4729:5-19-04(E)(2); and
 - iii. Records of dangerous drugs administered by a health care professional, acting within the professional's scope of practice, who is not a prescriber shall include documentation of an order issued by a prescriber or protocol authorizing the administration of the drug. An order that is a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph. Orders for the administration of controlled substances shall be documented using positive identification, OAC Rule 4729:5-19-04(E)(3); and
 - e. All records maintained in accordance with this rule and rule 4729:5-19-03 of the Administrative Code shall be readily retrievable and shall be kept on-site for a period of three years, OAC Rule 4729:5-19-04(J).
19. Such conduct as set forth in Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-5-14 of the OAC, as effective December 1, 2020: The state board of pharmacy may restrict a site from acting as a pick-up station if it has clear and convincing evidence that the activities of the pick-up station present the following:
- a. Danger to public health or safety, OAC Rule 4729:5-5-14(C)(1); or
 - b. Danger to the patient, OAC Rule 4729:5-5-14(C)(1).

DECISION OF THE BOARD

Pursuant to Section 4729.55(E) of the Ohio Revised Code, the Board finds that CryOH and its Owner Mary Beth Schell have violated sections of Chapters 3715. and 4729. of the Ohio Revised Code and multiple rules of the board.

Further, pursuant to Section 4729.57 of the Ohio Revised Code and Ohio Administrative Code Rule 4729:5-1-01(U), and after consideration of the record as a whole, the nature and egregiousness of the findings of fact and violations of law, the Ohio Board of Pharmacy adjudicates the matter of CryoOH DBA: Cryo Ohio Inc. as follows:

On the basis of the Findings of Fact and Section (1) through (6) of the Conclusions of Law, taken collectively or as individual violations, the Ohio Board of Pharmacy hereby revokes permanently the Terminal Distributor of Dangerous Drugs (TDDD) license, No. 02-60001584, held by CryoOH DBA: Cryo Ohio Inc., effective the date of this Order.

Pursuant to 4729.57 of the Ohio Revised Code, the Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$90,000.00. This fine will be attached to the license record for CryoOH DBA: Cryo Ohio Inc. and must be paid no later than 180 days from the effective date of this Order. To pay this fine a representative of CryoOH must log in to www.elicense.ohio.gov and process the items in the cart.

Further, the Board hereby grants the State's Motion to Seal portions of the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's Exhibit 4.

Ms. Ferris moved for Findings of Fact; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

Ms. Ferris moved for Conclusions of Law; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

Ms. Ferris moved for Action of the Board; Mr. Miller seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

11:23 a.m.

The Board took a brief recess.

11:30 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 Joseph May, North Canton, Ohio.

R-2026-0158

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

11:48 a.m.

The deliberation ended and the hearing opened to the public.

R-2026-0159

After votes were taken in public session, the Board adopted the following order in the Matter of Joseph May, North Canton, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2025-0071

In The Matter Of:

Joseph May, RPh

5050 Fox Ridge Drive
North Canton, OH 44720
License no. 03-223600

INTRODUCTION

The Matter of Joseph May came for hearing on October 7, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Anthony Buchta, Sr., RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Trine Buettner, RPh; Absent

Joseph May was not present and not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. William Difrangia

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Statement of Respondent
6. Breathalyzer Test
7. Statement of Matt Serek
8. Statement of Montry Dobbs
9. Statement of Sarah Hitzka
10. Statement of Bill Kotrick
11. Walgreens Reasonable Cause Checklist

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On or about February 25, 2025, Joseph May showed up to work at Walgreens #05639 at approximately 9:00am under the influence of alcohol. Joseph May submitted to a breathalyzer screen and tested 0.093 at 1:08pm and 0.090 at 1:25pm
2. On or about February 25, 2025, Joseph May made data entry errors regarding patient directions and/or days' supply on multiple prescriptions he filled and/or dispensed.
3. On or about February 27, 2025, Joseph May was interviewed by agents of the Board. Joseph May made the following statements:
 - a. He stated he drank twelve IPA's the evening of February 24, 2025.
 - b. He stated he did not drink any alcohol on the morning of February 25, 2025, or while at work.
 - c. He stated he did not feel impaired when working on February 25, 2025, although he did feel "a little groggy."
 - d. He stated he was addicted to alcohol in his written statement.

CONCLUSIONS OF LAW

3. Such conduct as set forth in the Allegations Section 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).
- 4. Such conduct as set forth in the Allegations Section 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 lifts the Summary Suspension Order issued to Joseph May on March 5, 2025.

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 pharmacist license no. 03-223600, held by Joseph May and such suspension is effective as of the date of the issuance of this Order.

Joseph May, 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 Ohio Board of Pharmacy to possess or distribute dangerous drugs and/or medical marijuana during such period of suspension.

Further, beginning One (1) year from the effective date of this Order, the Board will consider any petition filed by Joseph May 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. Joseph May must maintain a current address with the Board throughout the duration of the suspension.
2. Joseph May 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. Joseph May should also submit to the Board documentation demonstrating compliance with an Ohio Department of Behavioral Health (ODBH) 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 Joseph May to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, observed urine drug screens shall be conducted at least once each month or an alternative testing protocol (1 PETH, 1 hair/nail, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Joseph May 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. Joseph May 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. Joseph May shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with the treatment monitor, the Board shall treat these results as a violation of the Board's Order and request Joseph May reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 4. Joseph May 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 Joseph May reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 5. Joseph May 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 Joseph May to possible additional sanctions, including and up to revocation of license.
- 6. Joseph May 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. Joseph May must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g. proof of compliance with all drug and alcohol screening requirements and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - 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 March 3, 2025 Summary Suspension, Joseph May 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. Joseph May 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, Joseph May must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Joseph May 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 ODBH 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 Joseph May is not in compliance with all terms of suspension shall toll the length of time of suspension during which Joseph May 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 Joseph May's employment is related to the practice of pharmacy, Joseph May must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Joseph May holds a professional license or applies for a professional license, all persons who provide Joseph May chemical dependency treatment monitoring, and law enforcement and court personnel if Joseph May 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 Joseph May's license.

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

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

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

SO ORDERED.

R-2026-0160

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

11:56 a.m.

The Board returned to public session.

R-2026-0161

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

11:56 a.m.

The Board Meeting Adjourned.



Jeff Huston, RPh, President

Date: 11.04.2025



Steven W. Schierholt, Executive Director

Date: 11.04.2025