

MINUTES OF THE NOVEMBER 3-4, 2025
MEETING OF THE OHIO BOARD OF PHARMACY

Monday, November 3, 2025

10:00 a.m. The Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

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

Absent: Mindy Ferris, RPh.

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

10:00 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of Sabrina Wilcox, Milton, West Virginia (A-2024-0186).

R-2026-0163 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. Buchta and approved by the Board: Yes-7, No-0.

11:03 a.m. The deliberation ended and the hearing opened to the public.

R-2026-0164 After votes were taken in public session, the Board adopted the following order in the Matter of Sabrina Wilcox, Milton, West Virginia (A-2024-0186).

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2024-0186

In The Matter Of:

Sabrina Wilcox

1881 Sycamore Rd
Clarksburg, WV 26301
License no. 03-328990

INTRODUCTION

The Matter of Sabrina Wilcox came for hearing on November 3, 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; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whitson, RPh.

Mindy Ferris, RPh; Absent.

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Sabrina Wilcox

State's Exhibits:

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

Respondent's Exhibits:

- A. Résumé of Sabrina Wilcox, R.Ph.
- B. Continuing Education Certificates
- C. Responsible Person Roundtable Certificate
- D. Health Care Records (to be filed under seal)

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Sabrina Wilcox has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2024-0186 dated April 11, 2025.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby lifts the suspension and approves the reinstatement of the pharmacist license no. 03-328990, held by Sabrina Wilcox to practice pharmacy in Ohio subject to a period of probation for three years beginning on the effective date of this Order, with the following conditions:

1. Sabrina Wilcox 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 by any other mechanism, the Board shall treat these results as a violation of the Board's Order and request Sabrina Wilcox reappear before the Board for possible additional sanctions, including and up to revocation of license.
2. Sabrina Wilcox shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Sabrina Wilcox reappear before the Board for possible additional sanctions, including and up to revocation of license.
3. Sabrina Wilcox must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. A written description of Sabrina Wilcox's progress towards recovery and what Sabrina Wilcox has been doing during the previous three months, and
 - b. Proof of compliance with all terms of probation, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
4. Sabrina Wilcox must provide copies of the board order to all employers or prospective employers, and all licensing authorities in which Sabrina Wilcox holds a professional license or applies for a professional license, during the effective period of this order.
5. Other terms of probation are as follows:
 - a. Sabrina Wilcox must meet at least annually with the Board's Probation Committee, the first meeting to be held November 2, 2026. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Sabrina Wilcox's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
 - c. Sabrina Wilcox must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - d. Sabrina Wilcox may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.

- e. Sabrina Wilcox may not engage in a consult agreement, unless approved by the board.
 - f. Sabrina Wilcox may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Sabrina Wilcox may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - h. Sabrina Wilcox must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Sabrina Wilcox must abide by the rules of the Ohio Board of Pharmacy.
 - j. Sabrina Wilcox must comply with the terms of this Order.
 - k. Sabrina Wilcox's license is deemed not in good standing until successful completion of the probationary period.
6. When deemed appropriate by the Board, Sabrina Wilcox must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
7. Sabrina Wilcox may not request modifications to probationary terms for at least two years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
8. Sabrina Wilcox must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Sabrina Wilcox to possible additional sanctions, including, and up to, revocation of license.
9. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Sabrina Wilcox's license.
10. Periods during which Sabrina Wilcox is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

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

Rich Miller moved for Findings of Fact; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-0).

Rich Miller moved for the Decision of the Board; T.J. Grimm seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

11:04 a.m.

The board took a brief recess.

11:11 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 Candice Keener, Burbank, Ohio (A-2024-0160).

R-2026-0165

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

11:37 a.m.

The deliberation ended and the hearing opened to the public.

R-2026-0166

After votes were taken in public session, the Board adopted the following order in the Matter of Candice Keener, Burbank, Ohio (A-2024-0160).

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2024-0160)

In The Matter Of:

Candice Keener, RPh
10845 Parmenter Road
Burbank, Ohio 44214
(License No. 03-129843)

INTRODUCTION

The Matter of Candice Keener came for hearing on November 3, 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; Trina Buettner, RPh; T.J. Grimm, RPh; Rich Miller, RPh; Thomas Whiston, RPh; and Leonard Hubert, *Public Member*.

Mindy Ferris, RPh; Absent.

Candice Keener was not represented by counsel and appeared pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Candice Keener - Respondent

State's Exhibits:

1. Original Notice Letter
2. Confidential Addendum to Original Notice Letter
3. Board Order
4. Confidential Addendum to Board Order
5. Scheduling Order

Respondent's Exhibits:

- A. Ohio Pharmacists Rehabilitation Organization (Ohio PRO) Contract
- B. Ohio PRO Patient Summary
- C. AA/NA Attendance Records
- D. RPh Continuing Education Requirements
- E. Letters of Reference and Support
- F. Ohio PRO signed Contract, letter from Ohio PRO

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Candice Keener has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2024-0160 dated July 16, 2025.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-129843 held by Candice Keener to practice pharmacy in Ohio subject to a period of probation for five years. The license will be issued, effective upon submission of all applicable license application requirements, with the following conditions:

1. Candice Keener 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. Candice Keener 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 Candice Keener 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 Candice Keener 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. Candice Keener must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
 3. Candice Keener 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 ODBH, the Board shall treat these results as a violation of the Board's Order and request Candice Keener reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Candice Keener shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Candice Keener reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Candice Keener's license shall remain on probation until such time as any criminal intervention in lieu of conviction has been successfully completed.
6. Candice Keener must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Candice Keener's progress towards recovery and what Candice Keener has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
7. Candice Keener must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Candice Keener holds a professional license or applies for a professional license, and all persons who provide Candice Keener chemical dependency treatment or monitoring, during the effective period of this order or agreement.
8. Other terms of probation are as follows:
 - a. Candice Keener must meet at least annually with the Board's Probation Committee, the first meeting to be held November 2, 2026. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Candice Keener's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
 - c. Candice Keener must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances

where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.

- d. Candice Keener may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Candice Keener may not engage in a consult agreement, unless approved by the board.
 - f. Candice Keener may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Candice Keener may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - h. Candice Keener must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Candice Keener must abide by the rules of the Ohio Board of Pharmacy.
 - j. Candice Keener must comply with the terms of this Order.
 - k. Candice Keener's license is deemed not in good standing until successful completion of the probationary period.
 - l. Candice Keener 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.
9. When deemed appropriate by the Board, Candice Keener must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
10. Candice Keener may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
11. Candice Keener must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Candice Keener to possible additional sanctions, including and up to revocation of license.
12. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Candice Keener's license.

13. Periods during which Candice Keener is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

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 exhibits 2 and 4.

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

SO ORDERED.

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| 11:38 a.m. | The Board took a brief recess. |
| 11:41 a.m. | The Board returned to public session and Ms. Ferris joined the Board Meeting. |
| 11:42 a.m. | Ms. DeFiore-Hyrmer provided the OARRS Report. |
| 11:46 a.m. | Mr. Griffin provided the Compliance and Enforcement Report. |
| 11:49 a.m. | Ms. Southard provided the Licensing Report. |
| 11:51 a.m. | Ms. Southard presented the FPGEC Request from Muath Assad – Milwaukee, WI to the Board for consideration. |
| <u>R-2026-0167</u> | Ms. Ferris moved that the Board deny Muath Assad's request. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0. |
| 12:03 p.m. | Ms. Southard presented the FPGEC Request from Arleen Hanna – Sebring, FL to the Board for consideration. |
| <u>R-2026-0168</u> | Ms. Ferris moved that the Board deny Arleen Hanna's request. The motion was seconded by Mr. Whiston and approved by the Board: Yes-8, No-0. |
| 12:08 p.m. | Ms. Southard presented the Pharmacy Intern renewal request of Melinda Conley-Streetsboro, OH (060000729). |
| <u>R-2026-0169</u> | Ms. Ferris moved that the Board grant Melinda Conley's request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0. |
| 12:09 p.m. | Ms. Southard presented the Pharmacist Examination Request of Lynn Vu –Parkersburg, WV (APP-000859145) to the Board for consideration. |

R-2026-0170 Ms. Ferris moved that the Board grant a one (1) year extension to Lynn Vu. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

12:10 p.m. The Board took a brief recess.

12:49 p.m. The Board returned to public session.

12:49 p.m. Mr. McNamee provided the Legislative Report.

12:50 p.m. Mr. McNamee presented a resolution titled OARRS Wholesale Sales Reporting Exemption to the Board for approval.

R-2026-0171 Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-8, No-0 and the following resolution was adopted by the Board:

1) OARRS Wholesale Sales Reporting Exemption

Hospital pharmacies shall not be required to report intracompany transfers to other prescribers or terminal distributors that operate under the same Drug Enforcement Administration registration as the hospital pharmacy to the Ohio Automated Rx Reporting System (OARRS).

12:53 p.m. Mr. McNamee presented a resolution titled Waiver of Requirements of OAC 4729:5-3-11(C) to the Board for approval.

R-2026-0172 Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-8, No-0 and the following resolution was adopted by the Board:

2) Waiver of Requirements of OAC 4729:5-3-11(C)

The Board hereby authorizes the Board's Executive Director to approve third-party intermediaries and systems in accordance with OAC 4729:5-5-15 (C)(4) & (5). Any approval issued in accordance with this resolution shall be reviewed and approved at the next scheduled meeting of the Board.

Furthermore, the Board hereby authorizes non-controlled prescription to be transmitted by means of an electronic prescription transmission system that converts the prescription into a computer-generated fax or scanned image if all the following apply:

- *The transmission is conducted by means of a board approved system that meets the prescription requirements of rule [4729:5-5-15](#) of the Administrative Code.*

- *The prescription is for compounded total parenteral nutrition to be dispensed by a pharmacy.*
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12:57 p.m.

Mr. McNamee presented a resolution titled Successful completion of the Test of English as a Foreign Language (TOEFL), Internet-based Test by Pharmacists and Interns to the Board for approval.

R-2026-0173

Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Whiston and approved by the Board: Yes-8, No-0 and the following resolution was adopted by the Board:

3) Successful completion of the Test of English as a Foreign Language (TOEFL), Internet-based Test by Pharmacists and Interns

In recognition of the change in passing TOEFL scores by the National Association of Boards of Pharmacy, the Board hereby accepts the following TOEFL scores for any pharmacist or intern application received on or after September 1, 2025:

- *Writing: twenty-two.*
 - *Speaking: twenty-five.*
 - *Listening: twenty-two.*
 - *Reading: twenty-one.*
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12:58 p.m.

Mr. McNamee presented a resolution titled Drug Distributor License Requirements for Distribution of Investigational Drugs or Products to the Board for approval.

R-2026-0174

Mr. Miller moved that the Board approve the Resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0 and the following resolution was adopted by the Board:

4) Drug Distributor License Requirements for Distribution of Investigational Drugs or Products

The Board hereby waives the following licensure requirements as provided in paragraphs (A)(6) and (A)(7) of section 4729:6-2-04 of the Ohio Administrative Code for applicants intending to distribute investigational drugs or products to Ohio:

- *A current and valid license with the licensing authority of the state where the applicant is physically located*
- *Proof of the entity's valid registration with the United States food and drug administration (FDA)*

The Board hereby requires all drug distributors who intend to distribute investigational drugs or products to submit a copy of valid investigational new drug applications (INDs) with their initial license application as permitted in paragraph (A)(8) of section 4729:6-2-04 of the Ohio Administrative Code.

1:00 p.m.

Mr. McNamee presented a resolution titled Distribution of Nifedipine by Ohio the Metropolitan Emergency Consortium to the Board for approval.

R-2026-0175

Mr. Miller moved that the Board approve the Resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0 and the following resolution was adopted by the Board:

5) Distribution of Nifedipine by Ohio the Metropolitan Emergency Consortium

To promote the adoption of guidelines for prehospital management of obstetrical emergencies, the Ohio Board of Pharmacy hereby permits a designated EMS organization that is a member of the Metropolitan Emergency Consortium (MEC) to engage in the occasional wholesale sale of nifedipine for blood pressure control to other EMS organizations who are members of the MEC.

The EMS organization selected to serve as the designated distribution site shall:

- 1. Provide notification to the Board of the main EMS site that will be engaging in the occasional wholesale distribution of dangerous drugs to the other EMS organizations participating in the MEC.*
- 2. The main site will maintain records of all occasional wholesale sales conducted in accordance with the requirements of OAC 4729:5-15-04 (I) (effective 12/1/2025) for three years from sale in a readily retrievable manner.*
- 3. The MEC shall attempt to coordinate with a hospital or other pharmacy to act as an occasional wholesaler prior to the expiration of this resolution.*
- 4. All receiving EMS organizations shall maintain all records of receipt as required by OAC 4729:5-15-04.*

This resolution shall remain in effect until October 27, 2026, but may be extended by the Board at any time.

1:03 p.m.

Mr. McNamee led a discussion on rules 4729:5-18-04 - Operation of a remote dispensing pharmacy, 4729:5-18-05 - Personnel requirements, and 4729:5-3-24 - Dispensing dangerous drugs to an alternate location.

1:32 p.m.

Mr. McNamee presented rule 4729:5-5-15 - Manner of issuance of prescriptions to the Board for approval.

R-2026-0176

Mr. Grimm moved that the Board approve rule 4729:5-5-15 - *Manner of issuance of prescriptions* for filing with CSI and JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

1:38 p.m.

Mr. McNamee presented rules 4729:2-2-07 - *Successful completion of the Test of English as a Foreign Language, Internet-based Test*, 4729:1-2-04 - *Successful completion of the Test of English as a Foreign Language, Internet-based Test*, 4729:1-2-10 - *Emeritus pharmacists (AMEND)*, 4729:3-2-01 - *Registration procedures (AMEND)*, 4729:4-1-01 - *Definitions - impaired licensees, registrants, and probation*, 4729:4-1-02 - *Applicability*, 4729:4-1-03 - *Requirements for approved treatment providers*, 4729:4-1-04 - *Monitoring contracts*, 4729:4-1-05 - *Probation*, 4729:4-1-07 - *Summary suspension of a licensee or registrant*, 4729:4-1-09 - *Terms while under suspension*, 4729:5-2-04 - *Procedure for discontinuing business as a terminal distributor of dangerous drugs and upon suspension or revocation of license*, 4729:8-4-03 - *Access to opioid treatment program data provided by the Ohio department of behavioral health* to the Board for approval.

R-2026-0177

Ms. Ferris moved that the Board approve rules 4729:2-2-07 - *Successful completion of the Test of English as a Foreign Language, Internet-based Test*, 4729:1-2-04 - *Successful completion of the Test of English as a Foreign Language, Internet-based Test*, 4729:1-2-10 - *Emeritus pharmacists (AMEND)*, 4729:3-2-01 - *Registration procedures (AMEND)*, 4729:4-1-01 - *Definitions - impaired licensees, registrants, and probation*, 4729:4-1-02 - *Applicability*, 4729:4-1-03 - *Requirements for approved treatment providers*, 4729:4-1-04 - *Monitoring contracts*, 4729:4-1-05 - *Probation*, 4729:4-1-07 - *Summary suspension of a licensee or registrant*, 4729:4-1-09 - *Terms while under suspension*, 4729:5-2-04 - *Procedure for discontinuing business as a terminal distributor of dangerous drugs and upon suspension or revocation of license*, 4729:8-4-03 - *Access to opioid treatment program data provided by the Ohio department of behavioral health* for filing with CSI and JCARR. The motion was seconded by Mr. Whiston and approved by the Board: Yes-8, No-0.

R-2026-0178

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; Buettner-yes; George-yes; Grimm-yes; Ferris-yes; Hubert-yes; Miller-yes, and Whiston-yes.

3:40 p.m.

The Board meeting ended for the day.

Tuesday, November 4, 2025**9:00 a.m.**

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

Jeff Huston, RPh, *President*; Jason George, RPh, *Vice President*; RPh; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Mindy Ferris, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; and Tom Whiston, RPh.

Absent: Rich Miller, RPh

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

R-2026-0179

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

R-2026-0180

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

R-2026-0181

Mr. George moved that the October 22, 2025, Conference Call Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

R-2026-0182

After votes were taken in public session, the Board adopted the following order in the Matter of Kelly Weaver, Euclid, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY
ADOPTING AND CONFIRMING HEARING EXAMINER'S
REPORT AND RECOMMENDATION

Case No. A-2023-0334

In The Matter Of:

Kelly Weaver
84 East 207th St.
Euclid, OH 44123
Registration No. 09-309941

INTRODUCTION

Kelly Weaver (Respondent) was issued a Certified Pharmacy Technician Registration (No. 09-301234) on May 14, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on August 8, 2023. The Matter of Kelly Weaver came for hearing before Hearing Examiner Margaret A. Brewer on October 16, 2023. The Board reviewed

the matter and issued an Order on December 12, 2023. Petitioner's Summary Suspension was lifted, and Petitioner's registration was indefinitely suspended. Petitioner could petition for reinstatement upon the successful completion of the terms of the Order.

Petitioner timely requested a reinstatement hearing, and the Matter of Kelly Weaver came for a reinstatement hearing before Hearing Examiner Margaret A. Brewer on August 20, 2025. Petitioner appeared *pro se* and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Petitioner via traceable email, confirmation of receipt requested, on or about October 14, 2025. The matter subsequently came for consideration by the Board on November 4, 2025, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Thomas Whiston, RPh.

Rich Miller, RPh; Absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: the State's Exhibits, the Petitioner's Exhibits, the hearing transcript, and Hearing Examiner Brewer'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 adopts the Findings of Fact and Conclusions of Law contained in Hearing Examiner Brewer's Report and Recommendation that Kelly Weaver has substantially complied with the Board Order in A-2023-0334 dated December 12, 2023.
2. Based on a thorough review of the administrative record, and the findings of fact and conclusions of law, the Board hereby confirms and adopts, in part, Hearing Examiner Brewer's Report and Recommendation and reinstates Kelly Weaver's Certified Pharmacy Technician Registration, registration no. 09-309941, effective upon submission of all applicable registration application requirements.

Mr. George moved for Findings of Fact and Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

9:02 a.m.

Ms. Maerten-Moore presented a correction to the resolution titled Distribution of Nifedipine by Ohio the Metropolitan Emergency Consortium to the Board for approval.

R-2026-0183

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

5) Distribution of Nifedipine by Ohio the Metropolitan Emergency Consortium

To promote the adoption of guidelines for prehospital management of obstetrical emergencies, the Ohio Board of Pharmacy hereby permits a designated EMS organization that is a member of the Metropolitan Emergency Consortium (MEC) to engage in the occasional wholesale sale of nifedipine for blood pressure control to other EMS organizations who are members of the MEC.

The EMS organization selected to serve as the designated distribution site shall:

- 1. Provide notification to the Board of the main EMS site that will be engaging in the occasional wholesale distribution of dangerous drugs to the other EMS organizations participating in the MEC.*
- 2. The main site will maintain records of all occasional wholesale sales conducted in accordance with the requirements of OAC 4729:5-14-04 (I) (effective 12/1/2025) for three years from sale in a readily retrievable manner.*
- 3. The MEC shall attempt to coordinate with a hospital or other pharmacy to act as an occasional wholesaler prior to the expiration of this resolution.*
- 4. All receiving EMS organizations shall maintain all records of receipt as required by OAC 4729:5-14-04.*

This resolution shall remain in effect until October 27, 2026, but may be extended by the Board at any time.

R-2026-0184

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

**IN THE MATTER OF:
CASE NOS. A-2025-0245**

**Aesthetically Speaking
License No. 02-60003544**
2906 W US Hwy 22- and 3-Unit 2
Maineville, Ohio 45039

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Aesthetically Speaking for the purpose of resolving all issues between the parties relating to the Board investigation of Aesthetically Speaking's possession of a non-FDA approved dangerous drug obtained from an unlicensed entity. Together, the Board and Aesthetically Speaking 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. Aesthetically Speaking, located at 2906 W US Hwy 22- and 3-Unit 2, Maineville, Ohio, is a licensed TDDD under license number 02-60003544 and lists John B. Bruder, MD [Ohio Medical Board license number 35.081559] as the Responsible Person. Aesthetically Speaking is owned by Lindsey Midkiff and Rebecca Madariaga, RN [Ohio Board of Nursing license number RN.379805].

FACTS

1. The Board initiated an investigation of Aesthetically Speaking, Terminal Distributor of Dangerous Drugs license number 02-60003544, related to Aesthetically Speaking's possession of a non-FDA approved dangerous drug obtained from an unlicensed entity.
2. On or about August 22, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Aesthetically Speaking, 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 3, 2025, Aesthetically Speaking timely requested an administrative hearing. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Aesthetically Speaking admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated August 22, 2025, asserting they were committed by a contract employee of Aesthetically Speaking,

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 Aesthetically Speaking's TDDD license, number 02-60003544, and reinstate the license upon the effective date of this Agreement.
4. Aesthetically Speaking agrees to pay to the Board a monetary penalty in the amount of \$25,000. This monetary penalty will be attached to the license record for Aesthetically Speaking and must be paid no later than 18 months from the effective date of this Agreement. To pay this fine, a representative for Aesthetically Speaking 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 Aesthetically Speaking's TDDD license, number 02-60003544.
6. Aesthetically Speaking 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. Aesthetically Speaking 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. Aesthetically Speaking 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 Aesthetically Speaking 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 Aesthetically Speaking by the Board and will NOT discharge Aesthetically Speaking from any obligation under the terms of this Agreement.
9. Aesthetically Speaking agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Aesthetically Speaking 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 Aesthetically Speaking will operate.
12. Aesthetically Speaking 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-2026-0185

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

**IN THE MATTER OF:
CASE NO. A-2025-0118 & A-2024-0502**

Brooksville Pharmaceuticals
License No. 02-42000206
16140 Flight Path Drive
Brooksville, FL 34604

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Brooksville Pharmaceuticals for the purpose of resolving all issues between the parties relating to the Board investigation of Brooksville Pharmaceutical's dispensing compounded prescriptions that lacked USP/NF monographs, were not drug substances that were components of approved drugs, and do not appear on the 503A bulk substances, including retatrutide, into Ohio. Together, the Board and Brooksville Pharmaceuticals 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. Brooksville Pharmaceuticals is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000206.

FACTS

1. The Board initiated an investigation of Brooksville Pharmaceuticals, Terminal Distributor of Dangerous Drugs license number 02-42000206, related to Brooksville Pharmaceutical's dispensing compounded prescriptions that lacked USP/NF monographs, were not drug substances that were components of approved drugs, and do not appear on the 503A bulk substances, including retatrutide, into Ohio.
2. On or about May 12, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Brooksville Pharmaceuticals, 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 3, 2025, Brooksville Pharmaceuticals, through counsel Douglas Graff, timely requested an administrative hearing, which was scheduled for June 17, 2025. The matter was continued and subsequently scheduled for November 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. Brooksville Pharmaceuticals neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 12, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same. As of the date of this Settlement Agreement, and to the best of its knowledge, the Board has no evidence of patient harm resulting from the compounded drugs dispensed by Brooksville Pharmaceuticals as set forth in the May 12, 2025, Summary Suspension/Notice of Opportunity of Hearing.

3. Brooksville Pharmaceuticals agrees to pay to the Board a monetary penalty in the amount of \$250,000. 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 lifts the Summary Suspension on Brooksville Pharmaceutical's TDDD license issued on May 12, 2025. Brooksville Pharmaceutical's TDDD license is reinstated.
5. Brooksville Pharmaceuticals agrees to submit quarterly compliance reports to the Board detailing sourcing, compounding, and distribution safeguards and procedures in place to ensure ongoing compliance with compounding and distribution requirements in Ohio.
6. Brooksville Pharmaceuticals Responsible Person will attend a "Responsible Person Roundtable" within eight (8) months of settlement agreement.
7. The Board hereby imposes a written reprimand on Brooksville Pharmaceutical's TDDD license, number 02-4200206.
8. Brooksville Pharmaceuticals 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. Brooksville Pharmaceuticals 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 Brooksville Pharmaceuticals 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 Brooksville Pharmaceuticals by the Board and will NOT discharge Brooksville Pharmaceuticals from any obligation under the terms of this Agreement.
10. Brooksville Pharmaceuticals agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Brooksville Pharmaceuticals 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 Brooksville Pharmaceuticals will operate.

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

R-2026-0186

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

**IN THE MATTER OF:
CASE NO. A-2025-0198**

Grace and Glam Medical Spa
License No. 02-64000779
c/o Diane Appleberry, CNP
8130 Beechmont Ave.
Cincinnati, Ohio 45255

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Grace and Glam Medical Spa for the purpose of resolving all issues between the parties relating to the Board investigation of Grace and Glam Medical Spa's possession of non-FDA approved, "research use only" drugs obtained from an unlicensed entity. Together, the Board and Grace and Glam Medical Spa are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Grace and Glam Medical Spa is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000779.

FACTS

1. The Board initiated an investigation of Grace and Glam Medical Spa, Terminal Distributor of Dangerous Drugs license number 02-64000779, related to Grace and Glam Medical Spa's possession of non-FDA approved, "research use only" drugs obtained from an unlicensed entity.
2. On or about July 10, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Grace and Glam Medical Spa, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 18, 2025, Grace and Glam Medical Spa 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. Grace and Glam Medical Spa 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 Grace and Glam Medical Spa's TDDD, license number 02-64000779, and reinstate the license effective upon the effective date of this Agreement.
4. Grace and Glam Medical Spa 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. Grace and Glam Medical Spa pays \$5,000 to the Board no later than thirty (30) days from the effective date of this Agreement; and
 - b. Grace and Glam Medical Spa 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 Grace and Glam Medical Spa does not meet conditions 4(a) and 4(b), as outlined above.
 - d. This monetary penalty will be attached to the license record for Grace and Glam Medical Spa. To pay this fine, a representative for Grace and Glam Medical Spa must login to www.elicense.ohio.gov and process the items in the cart.
5. The Board hereby imposes a written reprimand on Grace and Glam Medical Spa's TDDD license, number 02-64000779.
6. Grace and Glam Medical Spa 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 twelve (12) months from the effective date of this Agreement. Credit will be given for attendance between the date of suspension and the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
7. Grace and Glam Medical Spa agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. Grace and Glam Medical Spa agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Grace and Glam Medical Spa of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Grace and Glam Medical Spa by the Board and will NOT discharge Grace and Glam Medical Spa from any obligation under the terms of this Agreement.
9. Grace and Glam Medical Spa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10. Grace and Glam Medical Spa 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 Grace and Glam Medical Spa will operate.
12. Grace and Glam Medical Spa explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
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-2026-0187

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

**IN THE MATTER OF:
Case No. I-2025-1647**

Dante Chhuom
License No. 09-319711
5296 Applebaugh St. Apt. 1E
Dublin, OH 43016

SURRENDER AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Surrender Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Dante Chhuom, for the purpose of resolving all issues between the parties relating to the Board investigation of Dante Chhuom's unprofessional conduct. Together, the Board and Dante Chhuom 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 registration issued to a certified pharmacy technician.
2. Dante Chhuom is a certified pharmacy technician trainee in the state of Ohio under registration number 09-319711.

FACTS

1. The Board initiated an investigation of Dante Chhuom, certified pharmacy technician registration number 09-319711, based on a notification that Dante Chhuom had been terminated for engaging in unprofessional conduct.
2. On or about September 30, 2025, Dante Chhuom informed a Board agent that he had chosen a different career path and wanted to surrender his technician registration.

WHEREFORE, in lieu of the Board issuing a Notice of Hearing (NOH) and proceeding with disciplinary action, the Board and Dante Chhuom 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. **Dante Chhuom permanently and voluntarily surrenders to the Ohio Board of Pharmacy his registration as a certified pharmacy technician, registration number 09-319711, with discipline pending.**
3. **The Board agrees not to take any further disciplinary action or institute additional administrative proceedings against Dante Chhuom's registration.**
4. **Dante Chhuom 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. Dante Chhuom agrees to pay all reasonable costs associated with the collection of any payment, and the prosecution of any violation of this Agreement.
6. Dante Chhuom understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Dante Chhuom understands that he may need to disclose this pending discipline to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license or attempts to obtain one in the future.
 8. Dante Chhuom 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-2026-0188

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

**IN THE MATTER OF:
CASE NO. A-2025-0297**

Fioritto Family Dental Concord
License No. 02-2800600
8245 Auburn Rd.
Painesville, OH 44077

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Fioritto Family Dental Concord for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases from an unlicensed entity, possession of non-FDA approved dangerous drugs, and drug storage violations. Together, the Board and Fioritto Family Dental Concord 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. Fioritto Family Dental Concord is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2800600 and lists Michael S. Fioritto, DDS, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Fioritto Family Dental Concord, Terminal Distributor of Dangerous Drugs license number 02-2800600, related to Fioritto Family Dental Concord's illegal purchases from an unlicensed entity, possession of non-FDA approved dangerous drugs, and drug storage violations.
2. On or about September 30, 2025, the Board sent a Notice of Opportunity for Hearing to Fioritto Family Dental Concord, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Fioritto Family Dental Concord admits the allegations stated in the Notice of Opportunity for Hearing letter dated September 30, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice and hereby adjudicates the same.
3. Fioritto Family Dental Concord 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.
4. The Board hereby imposes a written reprimand on Fioritto Family Dental Concord's TDDD license, number 02-2800600.
5. Fioritto Family Dental Concord's Responsible Person will attend the Responsible Person Roundtable. Proof of completion must be submitted to legal@pharmacy.ohio.gov.

6. Fioritto Family Dental Concord 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. Fioritto Family Dental Concord 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 Fioritto Family Dental Concord 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 Fioritto Family Dental Concord by the Board and will NOT discharge Fioritto Family Dental Concord from any obligation under the terms of this Agreement.
8. Fioritto Family Dental Concord agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Fioritto Family Dental Concord 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 Fioritto Family Dental Concord will operate.
11. Fioritto Family Dental Concord 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-2026-0189

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

**IN THE MATTER OF:
CASE NO. A-2025-0298**

Fioritto Family Dental Mentor
License No. 02-2791700
6303 Center St.
Mentor, OH 44060

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Fioritto Family Dental Mentor for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases from an unlicensed entity, possession of non-FDA approved dangerous drugs, and drug storage violations. Together, the Board and Fioritto Family Dental Mentor 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. Fioritto Family Dental Mentor is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2791700 and lists Michael S. Fioritto, DDS, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Fioritto Family Dental Mentor, Terminal Distributor of Dangerous Drugs license number 02-2791700, related to Fioritto Family Dental Mentor’s illegal purchases from an unlicensed entity, possession of non-FDA approved dangerous drugs, and drug storage violations.
2. On or about September 30, 2025, the Board sent a Notice of Opportunity for Hearing to Fioritto Family Dental Mentor, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Fioritto Family Dental Mentor admits the allegations stated in the Notice of Opportunity for Hearing letter dated September 30, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice and hereby adjudicates the same.
3. Fioritto Family Dental Mentor 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.
4. The Board hereby imposes a written reprimand on Fioritto Family Dental Mentor's TDDD license, number 02-2791700.
5. Fioritto Family Dental Mentor's Responsible Person will attend the Responsible Person Roundtable. Proof of completion must be submitted to legal@pharmacy.ohio.gov.
6. Fioritto Family Dental Mentor 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. Fioritto Family Dental Mentor 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 Fioritto Family Dental Mentor 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 Fioritto Family Dental Mentor by the Board and will NOT discharge Fioritto Family Dental Mentor from any obligation under the terms of this Agreement.

8. Fioritto Family Dental Mentor agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Fioritto Family Dental Mentor 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 Fioritto Family Dental Mentor will operate.
11. Fioritto Family Dental Mentor 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-2026-0190

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

**IN THE MATTER OF:
Case No. A-2025-0266**

Azrielle Bassett
Registration No. 09-140149
4201 Beckley Road
Stow, Ohio 44224

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Azrielle Bassett, for the purpose of resolving all issues between the parties relating to failing to disclose previous Ohio Nursing Board action on a technician registration application. Together, the Board and Azrielle Bassett are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Azrielle Bassett is an Ohio registered pharmacy technician trainee under registration number 09-140149.

FACTS

1. The Board initiated an investigation of Azrielle Bassett, registered pharmacy technician trainee, registration number 09-140149, related to Azrielle Bassett's failure to disclose her discipline with the Ohio Nursing Board on her application for registration as a pharmacy technician trainee.
2. During the course of the investigation, Azrielle Bassett requested to surrender her pharmacy technician trainee registration.

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. The Board agrees to accept, in lieu of any formal notice of opportunity for hearing, Azrielle Bassett's voluntary surrender to the Ohio Board of Pharmacy, her registration no. 09-140149.
3. **AZRIELLE BASSETT VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY HER REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-140149, WITH DISCIPLINE PENDING.**
4. Azrielle Bassett agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

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

R-2026-0191

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

**IN THE MATTER OF:
CASE NO. A-2023-0229**

**Flawless Aesthetics LLC
License No. 02-64000339
1150 E. Home Rd.
Springfield, OH 45503**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Flawless Aesthetics LLC for the purpose of resolving all issues between the parties relating to the Board investigation of the inspection violations and purchase of

dangerous drugs from an unlicensed distributor. Together, the Board and Flawless Aesthetics LLC are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Flawless Aesthetics LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000339.

FACTS

1. The Board initiated an investigation of Flawless Aesthetics LLC, Terminal Distributor of Dangerous Drugs license number 02-64000339, related to Flawless Aesthetics LLC’s inspection violations and purchase of dangerous drugs from an unlicensed distributor.
2. On or about April 8, 2025, the Board sent a Notice of Opportunity for Hearing to Flawless Aesthetics LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about April 21, 2025, Flawless Aesthetics LLC, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for November 3, 2025. WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Flawless Aesthetics neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 8, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Flawless Aesthetics LLC 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 Flawless Aesthetics LLC's TDDD license, number 02-64000339.
5. Flawless Aesthetics LLC agrees and acknowledges that this Board action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Flawless Aesthetics LLC 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 Flawless Aesthetics LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Flawless Aesthetics LLC by the Board and will NOT discharge Flawless Aesthetics LLC from any obligation under the terms of this Agreement.
7. Flawless Aesthetics LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Flawless Aesthetics LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Flawless Aesthetics LLC will operate.
10. Flawless Aesthetics LLC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other

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

R-2026-0192

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

**IN THE MATTER OF:
CASE NO. A-2024-0172**

**CVS Pharmacy #3346
License No. 02-0114650**
17120 Chagrin Blvd.
Shaker Heights, OH 44120

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS Pharmacy #3346 for the purpose of resolving all issues between the parties relating to the Board investigation of the dispensing of an adulterated/expired dangerous drug. Together, the Board and CVS Pharmacy #3346 are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. CVS Pharmacy #3346 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0114650 which lists Gladys Yacila, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #3346, Terminal Distributor of Dangerous Drugs license number 02-0114650, related to CVS Pharmacy #3346's dispensing of an adulterated/expired dangerous drug.
2. On or about April 3, 2025, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #3346, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about April 22, 2025, CVS Pharmacy #3346, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for January 8, 2026.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CVS Pharmacy #3346 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 3, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. CVS Pharmacy #3346 agrees to pay to the Board a monetary penalty the amount of \$1,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on CVS Pharmacy #3346's TDDD license, number 02-0114650.
5. CVS Pharmacy #3346 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS Pharmacy #3346 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS Pharmacy #3346 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS Pharmacy #3346 by the Board and will NOT discharge CVS Pharmacy #3346 from any obligation under the terms of this Agreement.
7. CVS Pharmacy #3346 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS Pharmacy #3346 understands that it has the right to be represented by counsel for review and execution of this agreement.

9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS Pharmacy #3346 will operate.
10. CVS Pharmacy #3346 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-2026-0193

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

**IN THE MATTER OF:
CASE NO. A-2022-0488**

Alexis Markow
(inactive) License No. 03-135489
9589 Ancala Hollow Court
Las Vegas, NV 89148

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Alexis Markow, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation Alexis Markow leaving a pharmacy unattended during business hours. Together, the Board and Alexis Markow 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. Alexis Markow was a licensed pharmacist in the state of Ohio under license number 03-135489.

FACTS

1. The Board initiated an investigation of Alexis Markow, pharmacist license number 03-135489, related to Alexis Markow leaving a pharmacy unattended during business hours.
2. On or about May 17, 2024, the Board sent a Notice of Opportunity for Hearing to Alexis Markow, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about June 17, 2024, Alexis Markow, timely requested an administrative hearing, which was subsequently scheduled for November 3, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Alexis Markow neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 17, 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. Alexis Markow agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Alexis Markow'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. Alexis Markow must obtain six hours of approved continuing pharmacy education (0.6 CEUs) in the topics of Drug Security and Ethics, 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 Alexis Markow's pharmacist license, number 03-135489.
6. Alexis Markow agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Alexis Markow understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Alexis Markow 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. Alexis Markow 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-2026-0194

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

**IN THE MATTER OF:
CASE NO. A-2025-0086**

**CVS/Pharmacy #10457
License No. 02-2444400
7510 Sylvania Ave.**

Sylvania, OH 43560

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #10457 for the purpose of resolving all issues between the parties relating to the Board investigation of CVS/Pharmacy #10457's error in dispensing. Together, the Board and CVS/Pharmacy #10457 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. CVS/Pharmacy #10457 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2444400.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #10457, Terminal Distributor of Dangerous Drugs license number 02-2444400, related to CVS/Pharmacy #10457's error in dispensing.
2. On or about August 1, 2025, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #10457, 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 15, 2025, CVS/Pharmacy #10457, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for December 9, 2025.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CVS/Pharmacy #10457 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 1, 2025; however, the Board

has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. CVS/Pharmacy #10457 agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the current Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #10457's TDDD license, number 02-2444400.
5. CVS/Pharmacy #10457 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS/Pharmacy #10457 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS/Pharmacy #10457 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS/Pharmacy #10457 by the Board and will NOT discharge CVS/Pharmacy #10457 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #10457 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS/Pharmacy #10457 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS/Pharmacy #10457 will operate.
10. CVS/Pharmacy #10457 explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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R-2026-0195

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

**IN THE MATTER OF:
CASE NO. A-2025-0229**

**JMN Investments
License No. 02-62002000
DBA Game Day Men's Health Solon
6200 Som Center Rd. Ste D26
Solon, OH 44139**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and JMN Investments DBA Game Day Men's Health Solon for the purpose of resolving all issues between the parties relating to the Board investigation of JMN Investments DBA Game Day Men's Health Solon's possession and sale of non-FDA approved dangerous drugs obtained from unlicensed entities. Together, the Board and JMN Investments DBA Game Day Men's Health Solon 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. JMN Investments DBA Game Day Men's Health Solon (Game Day Men's Health Solon), located at 6200 Som Center Rd. Solon, OH, 44139, is a licensed TDDD under license number 02-62002000 and lists Karin Cseak, D.O. [Ohio Medical Board license number 34.006986CTR] as the Responsible Person and Darrin L. Kresevic as the owner.

FACTS

1. The Board initiated an investigation of Game Day Men's Health Solon, Terminal Distributor of Dangerous Drugs license number 02-62002000, related to Game Day Men's Health Solon's possession and sale of non-FDA approved dangerous drugs obtained from unlicensed entities.
2. On or about August 6, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Game Day Men's Health Solon, 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 3, 2025, Game Day Men's Health Solon, through counsel, Gregory Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for January 7, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Game Day Men's Health Solon neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated August 6, 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 Game Day Men's Health Solon's TDDD license, number 02-62002000, and reinstate the license upon the effective date of this Agreement.
4. Game Day Men's Health Solon agrees to pay to the Board a monetary penalty in the amount of \$25,000. This monetary penalty will be attached to the license record for Game Day Men's Health Solon and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, a representative for Game Day Men's Health Solon 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 Game Day Men's Health Solon's TDDD license, number 02-62002000.

6. Game Day Men's Health Solon 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. Gameday Men's Health Solon agrees that it will notify each patient, who has not already been notified, who was prescribed and/or received any medication(s) from Gameday Men's Health Solon that were not approved by the U.S. Food and Drug Administration (FDA), of the following: The medication is not a Food and Drug Administration (FDA) approved medication and it is not permitted to be prescribed, purchased, administered or shipped into Ohio.
8. Game Day Men's Health Solon 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. Game Day Men's Health Solon 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 Game Day Men's Health Solon 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 Game Day Men's Health Solon by the Board and will NOT discharge Game Day Men's Health Solon from any obligation under the terms of this Agreement.
10. Game Day Men's Health Solon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Game Day Men's Health Solon 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 Game Day Men's Health Solon will operate.
13. Game Day Men's Health Solon explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

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

R-2026-0196

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

**IN THE MATTER OF:
CASE NO. A-2022-0448**

New Drug Loft Pharmacy
License No. 02-2665150
1410 2nd Ave.
New York, NY 10021

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and New Drug Loft Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of the sale and dispensing of non-sterile compounded dangerous drugs into Ohio while operating without a Board-issued license. Together, the Board and New Drug Loft Pharmacy are referred to hereinafter as “the parties.”

JURISDICTION

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

2. New Drug Loft Pharmacy was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2665150 and lists Bankim Sheth, RPh, as the responsible person.

FACTS

1. The Board initiated an investigation of New Drug Loft Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2665150, related to New Drug Loft Pharmacy's sale and dispensing of non-sterile compounded dangerous drugs into Ohio while operating without a Board-issued license.
2. On or about October 24, 2024, the Board sent a Notice of Opportunity for Hearing to New Drug Loft Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about November 11, 2024, New Drug Loft Pharmacy, timely requested an administrative hearing, which was subsequently scheduled for April 8, 2025. Subsequently, through counsel Daniel S. Zinsmaster, a continuance was requested, and the hearing was 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. New Drug Loft Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 24, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. New Drug Loft Pharmacy agrees to pay to the Board a monetary penalty the amount of \$2,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on New Drug Loft Pharmacy's TDDD license, number 02-2665150.
5. New Drug Loft Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

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

R-2026-0197

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

**IN THE MATTER OF:
CASE NO. A-2022-0260**

Absolute Pharmacy, LLC
License No. 02-2450550
16011 N. Nebraska Ave., #103
Lutz, FL 33549

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Absolute Pharmacy, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of controlled substances that were sold and shipped into Ohio. Together, the Board and Absolute Pharmacy, LLC are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Absolute Pharmacy, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2450550.

FACTS

1. The Board initiated an investigation of Absolute Pharmacy, LLC, Terminal Distributor of Dangerous Drugs license number 02-2450550, related to Absolute Pharmacy, LLC’s sale and shipment of testosterone cypionate, a controlled substance, into Ohio during the time frame of 2017 through 2020.
2. On or about June 9, 2023, the Board sent a Notice of Opportunity for Hearing to Absolute Pharmacy, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing. On or about February 27, 2025, the Board sent an Amended Notice of Opportunity for Hearing.
3. On or about June 29, 2023, Absolute Pharmacy, LLC, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for January 8, 2024. The matter was continued to November 4, 2025 for settlement negotiations and was settled via this Agreement in lieu of hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Absolute Pharmacy, LLC neither admits nor denies the allegations stated in the Amended Notice of Opportunity for Hearing letter dated February 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. Absolute Pharmacy, LLC agrees to pay to the Board a monetary penalty the amount of \$50,000. This fine will be attached to the license record for Absolute Pharmacy, LLC and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, a representative for Absolute Pharmacy, LLC must login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Absolute Pharmacy, LLC's TDDD license, number 02-2450550.
5. Absolute Pharmacy, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Absolute Pharmacy, LLC 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 Absolute Pharmacy, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Absolute Pharmacy, LLC by the Board and will NOT discharge Absolute Pharmacy, LLC from any obligation under the terms of this Agreement.
7. Absolute Pharmacy, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Absolute Pharmacy, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.

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

9:06 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 Andrew Frederick, Uniontown, Ohio.

R-2026-0198

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. Buchta and approved by the Board: Yes-7, No-0.

9:57 a.m.

The deliberation ended and the hearing opened to the public.

R-2026-0199

After votes were taken in public session, the Board adopted the following order in the Matter of Andrew Frederick, Uniontown, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2025-0167

In The Matter Of:

Andrew Frederick, RPh
1365 Maple Grove Lane

Uniontown, Ohio 44685
(License no. 03-440593)

INTRODUCTION

The Matter of Andrew Frederick came for hearing on November 4, 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; Trina Buettner, RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Thomas Whiston, RPh; and Leonard Hubert, *Public Member*.

Rich Miller, RPh; Absent.

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Andrew Frederick – Respondent
2. Wayne Kuikahi, Jr., RPh

State's Exhibits:

1. None
2. Request for Hearing
3. Scheduling Order
4. Statement of Respondent
5. Statement of Andrea Reisinger 1
6. Statement of Andrea Reisinger 2
7. Statement of Christine Taylor 1
8. Statement of Christine Taylor 2
9. Statement of Sydney Humbert 1
10. Statement of Sydney Humbert 2
11. Theft and Loss Report – Giant Eagle
12. Theft and Loss Report – Walgreens

Respondent's Exhibits:

- A. Resume of Andrew Frederick, RPh

- B. PRO Contract
- C. Glenbeigh Admission Documents
- D. Glenbeigh Progress Reports
- E. Drug Testing Results
- F. Letters of Support
- G. PRO Compliance Forms
- H. ILC Court Entry

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- as stipulated to by the parties- to be fact:

1. On or about May 13, 2025, while working as a pharmacist at Giant Eagle Pharmacy, located at 1700 Corporate Woods Parkway, Uniontown, Ohio, Andrew Frederick was seen on video surveillance doing the following:
 - a. Removing a stock bottle from a basket, walking to the back of the pharmacy and putting the bottle in his pocket.
 - i. Investigation revealed the bottle contained 32 oxycodone/APAP – 5/325 tablets, a Schedule II controlled substance.
 - b. Mr. Frederick appeared to twist off the top of the bottle while it was in his pocket. He put the empty bottle in the recycling bin under the counter.
 - i. The empty stock bottle was recovered the following morning.
2. On or about June 12, 2025, Andrew Frederick was interviewed by agents of the Board. He stated the following:
 - a. He admitted to diverting the Percocet [oxycodone/APAP – 5/325 tablets].
 - b. He didn't have a good reason for diverting, other than stress.
 - c. He denied a current addiction problem and said he "pulled [himself] out."
 - d. The drugs were for personal use; he was never prescribed any similar drugs.
 - e. He started diverting drugs at the Arlington (Walgreens) store to cope with the stress (of a previous robbery that occurred there).
 - f. He diverted Percocet and preferred the 5mg strength but may have also diverted the 7.5 strength.

- g. He estimated he diverted a total of 30-50 times over the last year but would be shocked if it was more than 50 times.
- h. He ingested the drugs while at work, but he was never “high”; he denied ever being impaired at work.
- i. He experienced what he believed to be withdraw symptoms about a month ago.
- j. He admitted to diverting suboxone films while working at the Arlington Road Walgreens.
- k. He diverted Percocet from the Walgreens on Waterloo Road, Walgreens #11748.
- l. He consumed all drugs he diverted.
- m. He admitted taking drugs to cope with life’s stressors is a sign of addiction.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule II controlled substance), each a felony of the fourth degree.
2. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of a Schedule II controlled substance, each a felony of the fifth degree.
3. 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, each violation constituting a minor misdemeanor:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. 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 Findings of Fact Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 1, 2025:
 - 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).
5. 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 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).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Andrew Frederick on June 17, 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. 03-440593 held by Andrew Frederick and such suspension is effective as of the date of the issuance of this Order.

Andrew Frederick, 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 during such period of suspension.

Further, beginning one year from the effective date of the Summary Suspension/Notice of Opportunity for Hearing, the Board will consider any petition filed by Andrew Frederick 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. Andrew Frederick must maintain a current address with the Board throughout the duration of the suspension.
2. Andrew Frederick 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. Andrew Frederick 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 Andrew Frederick 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 Andrew Frederick 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. Andrew Frederick 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. Andrew Frederick 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 Andrew Frederick reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 4. Andrew Frederick 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 Andrew Frederick reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 5. Andrew Frederick 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 Andrew Frederick to possible additional sanctions, including and up to revocation of license.
 - 6. Andrew Frederick must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy.
 - 7. Andrew Frederick 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 this Order, Andrew Frederick 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. Andrew Frederick 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, Andrew Frederick must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Andrew Frederick 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 Andrew Frederick is not in compliance with all terms of suspension shall toll the length of time of suspension during which Andrew Frederick 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 Andrew Frederick's employment is related to the practice of pharmacy, Andrew Frederick must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Andrew Frederick holds a professional license or applies for a professional license, all persons who provide Andrew Frederick chemical dependency treatment monitoring, and law enforcement and court personnel if Andrew Frederick 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 Andrew Frederick's license.

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 Respondent's exhibits: B, C, D, E, G, and H.

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

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

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

SO ORDERED.

9:59 a.m.

The Board took a brief recess.

10:06 a.m.

The Board returned to public session.

10:06 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 Best EMS, Lancaster, Ohio.

R-2026-0200

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 Ms. Buettner and approved by the Board: Yes-7, No-0.

10:23 a.m.

The deliberation ended and the hearing opened to the public.

R-2026-0201

After votes were taken in public session, the Board adopted the following order in the Matter of Best EMS, Lancaster, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2024-0004

In The Matter Of:

Best EMS, LLC

1512 E. Chestnut St.

Lancaster, OH 43130

License No. 02-92000013

INTRODUCTION

On May 10, 2024, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing to Best EMS, LLC (Respondent) via traceable Registered email to Respondent's email address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of service of the Notice. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on November 4, 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; Trina Buettner, RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Thomas Whiston, RPh.

Rich Miller, RPh; Absent.

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

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

1. Mollie Kemmerling, Board Inspector

Respondent's Witnesses:

1. None.

State's Exhibits:

- 1a. Notice Letter
- 1b. Second Notice Letter
2. Inspection – 10-17-2023
3. Inspection – 10-31-2023

4. E-mail to Respondent – 11-23-2023
5. Inspection 11-28-2023
6. Written Responses to 10-17-2023 Inspection
7. Inspection 3-14-2024
8. E-mail to Robert Dominguez 08-29-2024
9. E-mail from Robert Dominguez to Board Licensing – 9-1-2024
10. Notice from Board – 9-4-2024.

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 October 17, 2023, the Board conducted an inspection at Best EMS, LLC, located at 316 Sylvan Ave., Lancaster, Ohio. The inspection revealed multiple issues including, but not limited to, the following:
 - a. Numerous expired controlled substances and non-controlled substances were observed in the active drug stock:
 - i. Expired medications were stored in the active drug bag;
 - ii. Expired medications were stored in the medication room. The oldest expired medication was observed to have expired February 2021.
 - b. The facility was not well-lit, well-ventilated, or maintained in a clear and orderly condition. Drug stock was stored in a medication room, which was cluttered, disorganized, dirty, and did not contain a light.
 - c. The facility did not have methods or controls in place to detect and deter diversion.
 - d. Owner Tom Moses had access to dangerous drugs and controlled substances beyond his scope of practice as a certified EMT-Basic.
 - e. Records and invoices pertaining to the EMS drug stock were not available for review. Purchase invoices were reportedly stored at the home of Best EMS, LLC owner, Tom Moses.
 - f. The facility failed to maintain complete records of all dangerous drugs received, administered, sold, transferred, destroyed, disposed, or used.
 - i. The facility did not maintain records in a uniform and readily retrievable manner.

- ii. Records were not maintained for a period of three years at the place where dangerous drugs were located.
 - iii. The facility did not maintain records for the disposal or destruction of noncontrolled dangerous drugs.
 - iv. The facility did not maintain records for the disposal or destruction of controlled medications.
 - g. The facility failed to conduct an annual controlled substance inventory.
 - h. The facility failed to conduct an annual documented query of all wholesaler licensure.
 - i. The facility did not verify wholesale licensure prior to purchase.
2. On or about October 31, 2023, the Board conducted a follow-up inspection at Best EMS, LLC. An additional warning requiring a written response was issued for the facility failing to have adequate methods in place to monitor dangerous drug stock. Specifically, the facility had dangerous drug stock onsite but no records indicating the amounts of dangerous drugs onsite or an adequate method to track the quantities of dangerous drugs.
 3. For the violations observed during the October 17, 2023, inspection, the facility was required to respond to the Board with corrective action within 30 days (no later than November 16, 2023). Despite numerous attempts to contact the owner and/or responsible person, the facility failed to submit a written response until November 29, 2023, which was forty-three (43) days following the first inspection.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section, constitutes a violation of the following divisions of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022, Responsible person – terminal distributor:
 - 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 3729:5-2-01(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 3729:5-2-01(E)(6).

2. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-14-03 of the OAC, as effective March 1, 2018, Security and control of dangerous drugs:
 - a. The security and control of dangerous drugs is the responsibility of the responsible person on the terminal distributor of dangerous drugs license. The responsible person may delegate the day-to-day tasks to EMS organization personnel who hold appropriate certification/licensure to access the dangerous drugs for which the personnel are responsible. A responsible person shall comply with the requirements set forth in agency 4729 of the Administrative Code, OAC 4729:5-14-03(A); and
 - b. A licensed EMS organization shall provide effective controls and procedures to deter and detect the theft and diversion of dangerous drugs, OAC 4729:5-14-03(B); and
 - c. All dangerous drugs must be secured in a tamper-evident manner with access limited to EMS personnel based on certification status ..., OAC 4729:5-14-03(C); and
 - d. Only the following may have access to any controlled substances maintained by the EMS organization:
 - i. A paramedic or emergency medical technician-paramedic certified in accordance with section 4765.30 of the Revised Code, OAC 4729:5-14-03(D)(1); and
 - ii. An advanced emergency medical technician or emergency medical technician intermediate certified in accordance with section 4765.30 of the Revised Code, OAC 4729:5-14-03(D)(2); and
 - iii. Licensed prescribers, nurses or pharmacists who are employed or affiliated with the EMS organization, OAC 4729:5-14-03(D)(3); and
 - e. Other EMS organization personnel may have access to controlled substances only under the direct supervision of the individuals listed in paragraph (D) of this rule, OAC 4729:5-14-03(E); and
 - f. All areas where dangerous drugs and devices are stored shall be dry, well-lighted, well ventilated, and maintained in a clean and orderly condition. Storage areas shall be maintained at temperatures which will ensure the integrity of the drugs prior to their use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling unless otherwise directed by the board, OAC 4729:5-14-03(G); and
 - g. A dangerous drug that reaches its expiration date is considered adulterated and must be separated from active stock to prevent possible administration to patients. Adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by the EMS organization. Adulterated drugs

shall be stored in a manner that prohibits access by unauthorized persons, OAC 4729:5-14-03(H).

3. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-14-04 of the OAC, as effective October 19, 2018, Record keeping:
 - a. All EMS organizations shall keep a record of all dangerous drugs received, administered, sold, transferred, destroyed, disposed or used, OAC 4729:5-14-04(A); and
 - b. Records of receipt shall contain a description of all dangerous drugs received, the kind and quantity of dangerous drugs received, the name and address of the persons from whom received, and the date of receipt, OAC 4729:5-14-04(B); and
 - c. All records of receipt, distribution, administration, selling, disposing, destroying or using dangerous drugs shall be maintained for a period of three years at the place where the dangerous drugs are located, OAC 4729:5-14-04(C); and
 - d. Records of the disposal or destruction of non-controlled dangerous drugs shall contain the name, strength, dosage form, and quantity of the dangerous drug disposed, the date of disposal, the method of disposal, and, if disposal is performed on-site, the positive identification of the EMS personnel who disposed of the drugs, OAC 4729:5-14-04(E); and
 - e. Records for the disposal of controlled substance drugs shall be maintained in accordance with rule 4729:5-3-01 of the Administrative Code and, if disposal is performed on-site, the positive identification of the EMS personnel who disposed of the drugs. Records for the disposal or destruction of the unused portion of a controlled substance resulting from administration to a patient from a licensee's stock or emergency supply shall contain the name, strength, dosage form, and quantity of the dangerous drug disposed, the date disposed, the method of disposal and the positive identification of the EMS personnel who disposed of the drugs. OAC 4729:5-14-04(F); and
 - f. All records maintained in accordance with this rule shall be uniformly maintained and readily retrievable, OAC 4729:5-14-04(G); and
 - g. An EMS organization shall conduct an annual inventory of all controlled substances in accordance with agency 4729. of the Administrative Code, OAC 4729:5-14-04(H).
4. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-3-04 of the OAC, as effective March 1, 2019, Verification of licensure prior to sale or purchase:

- a. Before a terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the boards online roster ... 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 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 4729:5-3-04(A)(2); and
 - iii. 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. If a licensed terminal distributor of dangerous drugs conducts a documented query at least annually and relies on the results of the query in purchasing dangerous drugs, the terminal distributor shall be deemed not to have violated section 4729.51 of the Revised Code in making the purchase, OAC 4729:5-3-04(B).
5. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-3-06 of the OAC, as effective March 1, 2019, Storage of Adulterated Drugs:
 - a. To prevent their use, adulterated drugs, as defined in agency 4729 of the Administrative Code, shall be stored in a separate and secure area apart from the storage of drugs used for dispensing, personally furnishing, compounding and administration, OAC 4729:5-3-06; and
 - b. Adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by those holding a terminal distributor of dangerous drugs license. Adulterated drugs shall be stored in a manner that prohibits access by unauthorized persons, OAC 4729:5-3-06(A).
6. Such conduct as set forth in the Allegations Section constitutes a violation of section 3715.52(A)(2) of the ORC, the adulteration or misbranding of any food, drug, device, or cosmetic.
7. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-3-14 of the OAC, as effective March 1, 2020, General security requirements:
 - a. All terminal distributors of dangerous drugs shall provide effective controls and procedures to:
 - i. Deter and detect the theft and diversion of dangerous drugs, OAC 4729:5-3-14(A)(1); and

- ii. 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 4729:5-3-14(A)(2).
- 8. Such conduct as set forth in the Allegations Section constitutes a violation of the following divisions of Rule 4729:5-3-03 of the OAC, as effective April 1, 2018, Inspections and corrective actions:
 - a. The licensee or applicant shall submit to the board within thirty days of a written notice provided in accordance with paragraph (C) of this rule, in a manner determined by the board, either of the following:
 - i. The action(s) the licensee or applicant has taken to correct the violation(s) and the date of implementation of the corrective action(s), OAC 4729:5-3-03(E)(1); and
 - ii. An explanation disputing the observed violations, OAC 4729:5-3-03(E)(2).
- 9. Such conduct as set forth in Allegations Section constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective March 31, 2021, TDDD license requirements:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and
 - b. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section 4729.531 of the Revised Code, or a laboratory as defined in section 3719.01 of the Revised Code will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and
 - c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C).
- 10. Such conduct as set forth in Allegations Section constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023, Disciplinary actions – terminal distributor:
 - 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. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - f. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
11. Such conduct as set forth in Allegations Section each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022, Disciplinary actions:
- 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. 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).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, and after consideration of the record as a whole, the Ohio Board of Pharmacy imposes a written reprimand and a monetary penalty in the amount of \$5,000.00 on Respondent's TDDD license. This fine will be attached to Respondent's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Respondent must login to www.elicense.ohio.gov and process the items in the cart of its Responsible Person.

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

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

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

SO ORDERED.

R-2026-0202

After votes were taken in public session, the Board adopted the following order in the Matter of Best EMS, Lancaster, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Numbers A-2024-0165; A-2024-0418

In The Matter Of:

Best EMS, LLC

1512 E. Chestnut St.

Lancaster, OH 43130

License No. 02-92000013

INTRODUCTION

On January 27, 2025, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing to Best EMS, LLC (Respondent). The Notice was served on Best EMS, LLC, owner Tom Moses via personal delivery on or about March 26, 2025. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of service of the Notice. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on November 4, 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; Trina Buettner, RPh; Mindy Ferris, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Thomas Whiston, RPh.

Rich Miller, RPh; Absent.

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. Mollie Kemmerling, Board Inspector

Respondent's Witnesses:

1. None.

State's Exhibits:

- 1a. Notice Letter
- 1b. Second Notice Letter
2. Inspection – 10-17-2023
3. Inspection – 10-31-2023
4. E-mail to Respondent – 11-23-2023
5. Inspection 11-28-2023
6. Written Responses to 10-17-2023 Inspection
7. Inspection 3-14-2024
8. E-mail to Robert Dominguez 08-29-2024
9. E-mail from Robert Dominguez to Board Licensing – 9-1-2024
10. Notice from Board – 9-4-2024.

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 March 5, 2024, Best EMS moved from 316 Sylvan Avenue, Lancaster, Ohio to a new location at 1512 E. Chestnut Street, Lancaster, Ohio. Best EMS started the Change of Address Application on or about May 1, 2024. The application was incomplete. The Change of Address Application was completed on or about May 13, 2024.
2. On or about September 1, 2024, Dr. Robert Dominguez notified the Board he would not be the Responsible Person for Best EMS. Dr. Dominguez was removed as the Responsible Person for Best EMS on or about September 4, 2024. The Board sent an email to the owner of Best EMS, Tom Moses, on or about September 4, 2024, advising him that Dr. Dominguez stepped down as Responsible Person and a new Responsible Person needed to be named immediately. On or about December 26, 2024, the Board sent a second email advising Tom Moses and Best EMS of the requirement to name a Responsible Person. Best EMS has not named a new Responsible Person as of January 23, 2025.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section constitutes a violation of the following sections of Rule 4729:5-2-03(A) of the OAC, Change in description of a terminal distributor of dangerous drugs, as effective August 1, 2019, any change in the ownership, business or trade name, category, or address of a terminal distributor of dangerous drugs requires an application and required fee. The

application and required fee shall be submitted at least thirty days prior to any change in the ownership, business or trade name, category, or address.

2. Such conduct as set forth in Allegations Section each constitutes a violation of the following sections of Rule 4729:5-2-01(E) of the OAC, Responsible Person – Terminal Distributor, as effective April 25, 2022:
 - a. A location licensed as a terminal distributor of dangerous drugs must have a responsible person at all times, OAC Rule 4729:5-2-01(E)(1); and
 - b. When there is a change of responsible person, the state board of pharmacy shall be notified within ten days of the effective date of the appointment of the new responsible person in a manner determined by the board, OAC Rule 4729:5-2-01(E)(2); and
 - c. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and
 - d. A responsible person must be physically present at the location for a sufficient amount of time to provide supervision and control of dangerous drugs on-site, OAC Rule 4729:5-2-01(E)(5); and
 - e. 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 4729:5-4-01(E)(6).
3. Such conduct as set forth in Allegations Section constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective March 31, 2021, TDDD license requirements:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and
 - b. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section 4729.531 of the Revised Code, or a laboratory as defined in section 3719.01 of the Revised Code will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and

- c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C); and
 - d. Adequate safeguards are assured that the applicant will carry on the business of a terminal distributor of dangerous drugs in a manner that allows pharmacists and pharmacy interns employed by the terminal distributor to practice pharmacy in a safe and effective manner, ORC 4729.55(D).
- 4. Such conduct as set forth in Allegations Section 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. 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).
- 5. Such conduct as set forth in Allegations Section each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:
 - a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and
 - c. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and
 - d. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, and after consideration of the record as a whole, the Ohio Board of Pharmacy imposes a written reprimand and a monetary penalty in the amount of \$7,500.00 on Respondent's TDDD license. This fine will be attached to Respondent's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Respondent must login to www.elicense.ohio.gov and process the items in the cart of its Responsible Person.

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

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

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

SO ORDERED.

R-2026-0203

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Low-T Center, Dublin, Ohio (0262001432), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Low-T Center, Dublin, Ohio (0262001432). The motion was seconded by Mr. Hubert and approved by the Board: Yes-7, No-0.

R-2026-0204

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Portage Lake Aesthetics, Akron, Ohio (0264000513), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Portage Lake Aesthetics, Akron, Ohio (0264000513). The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2026-0205

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee GameDay Men's Health Hilliard, Hilliard, Ohio (0262001691), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to GameDay Men's Health Hilliard, Hilliard, Ohio (0262001691). The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.

R-2026-0206

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Blue Sky Med Spa, Columbus, Ohio (0262001097), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Blue Sky Med Spa, Columbus, Ohio (0262001097). The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.

R-2026-0207

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Luxe Laser, Maumee, Ohio (022395550), Mr. Buchta moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Luxe Laser, Maumee, Ohio (022395550). The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

R-2026-0208

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee DYL DBA South Lake Pharmacy, Zephyrhills, Florida (0242000095), Ms. Ferris moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to DYL DBA South Lake Pharmacy, Zephyrhills, Florida (0242000095). The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

R-2026-0209

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

10:52 a.m.

The Board Meeting Adjourned.



Jeff Huston , RPh, President

Date: 12.08.2025



Steven W. Schierholt, Executive Director

Date: 12.08.2025