MINUTES OF THE JANUARY 6, 2026
MEETING OF THE OHIO BOARD OF PHARMACY

Tuesday, January 6, 2026

10:00 a.m. The Ohio Board of Pharmacy convened in the Lobby Hearing Room, of the Rhodes Tower, 30 E. Broad 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*; Rich Miller, RPh; and Tom Whiston, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Michael Clark, *Chief Information Officer*; Ryan Collins; *Executive Coordinator*; Ashley Gilbert, *Senior Legal Counsel*; Eric Griffin, *Director of Compliance and Enforcement*; Rikki Johnson, *Legal Administrative Assistant*; Joseph Koltak, *Senior Legal Counsel;* Cameron McNamee, *Director of Policy and Communications*; Zoe Saadey, *Senior Legal Counsel*; Karrie Southard, *Director of Operations*; and Jenni Wai, *Chief Pharmacist*.

10:03 a.m. Mr. Huston announced the Board would discuss proposed rules that would place Mitragynine-Related Compounds and Mitragynine into Schedule 1, pursuant to section 3719.44 of the Ohio Revised Code.

10:03 a.m. Ms. Maerten-Moore presented the Board's scheduling authority which allows a compound, mixture, preparation or substance not previously scheduled to be added to schedule I.

10:03 a.m. Ms. Wai presented an eight-factor analysis based on the actual or relative potential for abuse, the scope, duration, and significance of that abuse, and the risk it poses to the public health for Mitragynine-Related Compounds.

10:20 a.m. Mr. Hubert asked a question regarding factor six and the rate of death for Kratom and Ms. Wai responded.

R-2026-0251 Mr. Grimm moved that the Board authorize the filing of rule 4729:9-1-01.1 of the Administrative Code with CSI and JCARR to classify as a schedule I opiate or opiate derivative any material, compound, mixture, or preparation that contains mitragynine-related compounds. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0. The following proposed rule will be filed with CSI and JCARR.

4729:9-1-01.1 – Mitragynine-Related Compounds (NEW)

The following are classified as schedule I controlled substances:
(A) Mitragynine-related compounds, whether synthetic or naturally occurring

substances contained in the plant, or in the resinous extractives of mitragyna speciosa (also known as kratom) and/or synthetic substances, derivatives, prodrugs, isomers, esters, ethers, salts and salts of isomers, esters and ethers with similar chemical structure.

Mitragynine-related compounds include, but are not limited to, the following: 7-hydroxymitragynine; mitragynine pseudoindoxyl; dihydro-7-hydroxy mitragynine; and 7-acetoxymitragynine. Mitragynine-related compounds do not include any of the following:

(1) Any dangerous drug that is the subject of an application approved by the United States food and drug administration under subsections 505(c) or (j) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355(c) or (j)) (December 12, 2025) for marketing as a dangerous drug;

(2) Any compound used in food consistent with either:

(a) A food additive regulation published in the United States code of federal regulations; or

(b) A "no questions response" issued by the United States food and drug administration in response to a generally recognized as safe notice.

(3) Any drug approved by the United States food and drug administration that may be lawfully sold over the counter without a prescription in accordance with section 505G of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355h) (December 12, 2025).

(4) Kratom in its natural vegetation form and in accordance with Chapter 3715. of the Revised Code.

10:22 a.m. Ms. Wai presented an eight-factor analysis based on the actual or relative potential for abuse, the scope, duration, and significance of that abuse, and the risk it poses to the public health for Mitragynine.

R-2026-0252 Mr. Grimm moved that the Board authorize the filing of rule 4729:9-1-01.2 of the Administrative Code with CSI and JCARR to classify as a schedule I opiate or opiate derivative any material, compound, mixture, or preparation that contains mitragynine-related compounds. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0. The following proposed rule will be filed with CSI and JCARR.

4729:9-1-01.2 – Mitragynine (NEW)

Notwithstanding any other provision of the Administrative Code, the following is classified as a schedule I controlled substance opiate or opiate derivative:

(A) Mitragynine ((αE,2S,3S,12bS)-3-ethyl-1,2,3,4,6,7,12,12b-octahydro-8-methoxy-α-(methoxymethylene)-indolo[2,3-a]quinolizine-2-acetic acid, methyl ester) and / or

synthetic substances, derivatives, prodrugs, isomers, esters, ethers, salts, and salts of isomers with similar chemical structure.

10:43 a.m. The Board took a brief recess to transition the meeting to the Board's Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio.

11:13 a.m. The Ohio Board of Pharmacy reconvened 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*; Rich Miller, RPh; and Tom Whiston, RPh.

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

11:13 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 Positive Pets Veterinary Behavior Consulting, Columbus, Ohio.

11:29 a.m. The hearing concluded and the Board took a brief recess.

11:37 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 Enbody, Cleveland, Ohio.

12:18 p.m. The Board took a brief recess.

12:51 p.m. The Board returned to public session to continue the adjudication hearing for Enbody, Cleveland, Ohio.

R-2026-0253 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-8, No-0.

1:32 p.m. The deliberation ended and the hearing opened to the public.

R-2026-0254 After votes were taken in public session, the Board adopted the following order in the Matter of Positive Pets Veterinary Behavior Consulting, Columbus, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY
Case Number A-2025-0270

In The Matter Of:
Positive Pets Veterinary Behavior Consulting
c/o Amy Howard, DVM

889 N. Meadows Court, Apt A
Columbus, OH 43229
Revoked License No. 02-78000929

INTRODUCTION

On September 9, 2025, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing/Summary Suspension (Notice) to Positive Pets Veterinary Behavior Consulting (Positive Pets/Respondent). The Notice was sent via FedEx delivery to the address of record. The return receipt confirmed the Notice was delivered on November 23, 2025. Pursuant to Ohio Revised Code Section 119.07, Positive Pets had a right to a hearing if requested within thirty days of service. Positive Pets 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 January 6, 2026, 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; Mindy Ferris, RPh; Rich Miller, RPh; Thomas Whiston, RPh; and Leonard Hubert, *Public Member*.

A representative from Positive Pets was not present and not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Dana Sutherland – Board Compliance Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1a. Notice Letter

1b. Confidential Addendum (under seal)

2. Timeline Supplied By Provider (under seal)

3. Terminal License Application

4. Prescriptions for Dog

5. Invoices

6. Photos of Stock Bottles

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 August 12, 2025 the Board received information regarding Amy Hayward, DVM, that led the Board to open an investigation. Dr. Amy Hayward is the Responsible Person and owner of Positive Pets Veterinary Behavior Consulting (Positive Pets), located at 889 N. Meadows Court, Apartment A, Columbus, Ohio. Positive Pets is licensed as a Terminal Distributor of Dangerous Drugs (TDDD) located in Dr. Amy Haward's personal residence.

2. A Board agent reviewed the wholesale purchase records associated with Positive Pets' TDDD license number. Dr. Amy Hayward does not actively practice veterinary medicine; however, records showed the following purchases were made by Positive Pets:

    a. 100 Alprazolam .25 mg tablets, a Schedule IV controlled substance, on July 9, 2025

    b. 1,000 Alprazolam 2 mg tablets, on June 9, 2025

    c. 500 Alprazolam 2 mg tablets, on May 6, 2025

    d. 1,000 Tramadol 50 mg tablets, a Schedule IV controlled substance, on May 6, 2025

3. On or about August 12, 2025, a Board Agent attempted to conduct an inspection at Positive Pets. The Board Agent knocked at the backdoor, where the car was parked. The door was not opened, and the Board Agent left a business card with a request to contact him. The Board Agent attempted to contact Dr. Amy Hayward six more times in order to conduct an inspection of the TDDD. The following attempts to conduct an inspection of Positive Pets were made:

    a. On or about August 14, 2025 Board Agents approached the backdoor of the residence; the agent's business card was still present. Upon approaching the front door, the agents observed Dr. Hayward lying on the couch. When an agent knocked on the door, Dr. Hayward looked at the agents through her window. She was visibly twitching, exceptionally thin and did not look well. When an agent asked her to answer the door, she stared at him for several seconds and walked toward the front door. Instead of answering the door she went upstairs. There were several Amazon boxes piled up and the mailbox was full, indicating Dr. Hayward had not left her residence in a while. A business card was left at the door.

    b. On or about August 19, 2025, Board Agents approached the door(s) and noticed both business cards and the packages/mail had been removed. When the Board Agent knocked on the door, he believed he could hear someone inside talking and closing a door. A small dog could also be heard. Whoever was inside did not answer the door.

    c. On or about August 25, 2025, a Board Agent and two officers from the Columbus Police Department attempted to contact Dr. Amy Hayward at her residence. A dog was heard barking, but no one came to the door.

d. On or about August 27, 2025, a Board Agent attempted to reach Dr. Amy Hayward via phone and text message, requesting that she contact him. No response was received.

e. On or about September 3, 2025, a Board Agent sent Dr. Hayward an email, text message- including his business card, and left her a voicemail. No response was received.

f. On or about September 7, 2025, Agents of the Board attempted to conduct an inspection at Positive Pets. When the Board Agent knocked on the door, the dog could be heard barking but no one came to the door. The agents observed the mail was beginning to accumulate again, indicating no one had been outside to retrieve it in awhile. A business card was left at the door.

4. Additional factual allegations in this matter are contained in Allegation 4 of the attached Confidential Addendum A.

5. On or about August 12, 2025, the individual identified in Confidential Addendum A provided to the Board Agent photographs of Dr. Amy Hayward's stock bottles of tramadol, a Schedule IV controlled substance, and alprazolam, a Schedule IV controlled substance, including one bottle that had expired in 2020. The bottles were on Ms. Hayward's nightstand. The bottles were consistent with wholesale purchases made by Positive Pets' TDDD license number.

CONCLUSIONS OF LAW

1. Such conduct as set forth in Findings of Fact, constitutes a violation of Section 3719.13 of the ORC, Inspection of prescriptions, orders, records, and stock, as effective April 9, 2025, each violation a misdemeanor of the third degree. Prescriptions, orders, and records, required by Chapter 3719. of the Revised Code, and stocks of dangerous drugs and controlled substances, shall be open for inspection only to federal, state, county, and municipal officers, and employees of the state board of pharmacy whose duty it is to enforce the laws of this state or of the United States relating to controlled substances.

2. Such conduct as set forth in Findings of Fact, constitutes a violation of the following division of Section 3719.27(A) of the ORC, Inspection and checking of files and records, as effective June 29, 2019: Persons required by Chapter 3719. of the Revised Code to keep files or records shall, upon the written request of an officer or employee designated by the state board of pharmacy, make such files or records available to such officer or employee, at all reasonable hours, for inspection and copying, and accord to such officer or employee full opportunity to check the correctness of such files or records, including opportunity to make inventory of all stocks of controlled substances on hand. No person shall fail to make such files or records available or to accord such opportunity to check their correctness.

3. Such conduct as set forth in Findings of Fact, constitutes a violation of the following division of Section 4729.19 of the ORC, Cooperation in investigation, as effective March 22, 2019: Notwithstanding division (B)(4) of section 2317.02 of the Revised Code, a … terminal distributor of dangerous drugs … shall cooperate with federal,

state, and local government investigations and shall divulge all relevant information when requested by a government agency.

4. Such conduct as set forth in Findings of Fact, constitutes a violation of the following divisions of Rule 4729:5-3-03(A) of the OAC, Inspections and corrective actions, as effective July 1, 2024:

    a. Pursuant to section 3719.13 of the Revised Code, an entity licensed by the state board of pharmacy as a terminal distributor of dangerous drugs is subject to an onsite inspection by the board. An authorized board agent may, without notice, carry out an on-site inspection or investigation of an entity licensed by the board. Upon verification of the board agent's credentials, the agent shall be permitted to enter the licensed entity, OAC Rule 4729:5-3-03(A); and

    b. Submission of an application for a license as a terminal distributor of dangerous drugs with the state board of pharmacy constitutes permission for entry and on-site inspection by an authorized board employee, OAC Rule 4729:5-3-03(B).

5. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective October 3, 2023, TDDD license requirements:

    a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and

    b. A… licensed health professional authorized to prescribe drugs… will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and

    c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C).

6. Such conduct as set forth in Findings of Fact, constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023:

    a. Violating any rule of the board, ORC Section 4729.57(B)(2); and

    b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and

    c. 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
    d. 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

    e. 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).

7. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022:

    a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and

    b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6); and

    c. Unless otherwise approved by the board, a terminal distributor shall not have a responsible person who:

        i. Cannot practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills, OAC Rule 4729:5-2-01(F)(6); and

        ii. Is addicted to or abusing alcohol or drugs, OAC Rule 4729:5-2-01(F)(7).

8. Such conduct as set forth in the Findings of Fact constitutes a violation of the following sections of Rule 4729:5-20-03 of the OAC, effective August 3, 2020, security and control of dangerous drugs at veterinary clinics: The security and control of dangerous drugs is the responsibility of the responsible person on the terminal distributor of dangerous drugs license and the terminal distributor of dangerous drugs, OAC Rule 4720:5-20-03(A).

9. Such conduct as set forth in Findings of Fact 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. 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

    d. 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

    e. Is addicted to or abusing alcohol or drugs, OAC Rule 4729:5-4-01(B)(17); and

f. Employs a responsible person that does not meet the requirements set forth in rule 4729:5-2-01 of the Administrative Code, OAC Rule 4729:5-4-01(B)(19); and

g. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23); and

h. Unless otherwise approved by the board, a terminal distributor knowingly employs a person with access to drug stock who: Is addicted to or abusing alcohol or drugs, OAC Rule 4729:5-4-01(B)(26)(g).

10. Such conduct as set forth in Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-3-14(A) of the OAC, as effective March 1, 2020: All terminal distributors of dangerous drugs shall provide effective controls and procedures to: Ensure supervision and control of dangerous drugs, as required in division (B) of section 4729.55 of the Revised Code, and adequate safeguards to ensure that dangerous drugs are being distributed in accordance with all state and federal laws, as required in section 4729.55 of the Revised Code, OAC Rule 4729:5-3-14(A)(2).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code and Ohio Administrative Code 4729:5-1-01(U), and after consideration of the record as a whole, the findings of fact and violations of law, the Board hereby adjudicates the matter of Positive Pets as follows:

On the basis of the Findings of Fact and Sections (1) through (10) of the Conclusions of Law, taken collectively or as individual violations, the Ohio Board of Pharmacy hereby revokes permanently the Terminal Distributor of Dangerous Drugs (TDDD) license, No. 02-78000929, held by Positive Pets Veterinary Behavior Consulting, effective the date of this Order.

The Board finds Positive Pets may not reapply for a Terminal Distributor of Dangerous Drugs License over which the Board has jurisdiction.

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: 1(b) and 2.

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

Mr. Grimm moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

Mr. Grimm moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

R-2026-0255 After votes were taken in public session, the Board adopted the following order in the Matter of Enbody, Cleveland, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY
Case Number A-2025-0176

In The Matter Of:
Enbody
16808 Chagrin Blvd.
Cleveland, Ohio 44120
Revoked License No. 02-60002832

INTRODUCTION

On June 17, 2025, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing/Summary Suspension (Notice) to Enbody (Respondent) via registered email to Enbody's Responsible Person, Tiffinne Perkins, at Enbody's email of record with the Board. The Certified Record of Opening confirmed the Notice was delivered and opened, and Enbody's Responsible Person timely requested a hearing through her attorney. Further, Enbody's statutory agent, Universal Registered Agents, Inc., was served with the Notice and Scheduling Order for the hearing. On January 6, 2026, this matter came before the following members of the Board: Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; T.J. Grimm, RPh; Mindy Ferris, RPh; Rich Miller, RPh; Thomas Whiston, RPh; and Leonard Hubert, *Public Member*.

A representative from Enbody was not present and Enbody was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Katie Stabi, RPh – Board Compliance Specialist

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Request for Continuance
4. First Scheduling Order
5. Current Scheduling Order
6. Clarification of Ownership

7. Articles of Incorporation
8. Statutory Agent
9. Renewal Application
10. Inspection Report June 2025
11. Impound Report
12. Receipt Log of Medications
13. Certificates of Analysis
14. Chinese Certificates of Analysis
15. Log of Appointments (under seal)
16. Photos of Vials
17. Advertisement on New Day Cleveland

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 June 5, 2025, a Board Agent and a Board Specialist (Board inspectors) conducted an inspection at Enbody, located at 16808 Chagrin Blvd., Cleveland, Ohio. The Responsible Person, Tiffinne Perkins, APRN, was present. APRN Perkins stated the clinic also employs Epiphany Perkins, Office Manager; Consuela Albright, APRN [Ohio Board of Nursing license number APRN.CNP.020856]; and often has nursing students on rotation.

2. **The inspection revealed Enbody was in possession of illegal drugs. These drugs were purchased from illegitimate entities that are not licensed wholesale drug distributors or drug manufacturers in the United States and do not have Food and Drug Administration (FDA) manufacturer registration. These drugs are counterfeit and/or "For Research Use Only" and these drugs are not FDA-approved medications. The following 413 vials of illegal drugs were found:**

    a. 79 vials labeled by APRN Perkins as, "Tirzepatide 20 mg T013 Received Date: 05/05/2025".
        i. The vials were in 8 boxes. The top box label was in a foreign language (suspected to be Chinese) and stated "Product: Beauty Peptide" with a suspected label quantity of "10".

        ii. Each individual vial was unlabeled and contained a white powder.

        iii. Enbody's recordkeeping system stated these vials were from Jiangsu Jitai Peptide; received 5/1/25 and sent for testing on 5/1/25.

            1. Perkins stated she sends products to ARL Bio Pharma, Inc for testing.

2. The ARL Bio Pharma Certificate of Analysis Perkins obtained documents the potency result of tirzepatide 22.3315 mg/2 mL.

b. "Tvigoura" in a sealed package labeled in a foreign language (suspected to be Chinese); "received 6/1/2025" was handwritten on the package.

   i. APRN Perkins stated there were 100 vials of tirzepatide in the package and it is from Jiangsu Jitai Peptide.

c. 49 vials with APRN Perkins' self-made label stating "S007 Received date 02/27/2025".

   i. There were vials in 5 boxes. Each individual vial was unlabeled and contained white powder.

   ii. Enbody's recordkeeping system stated these vials were from Jiangsu Jitai Peptide; received 2/27/25 and contained semaglutide 11 mg/2 mL.

   iii. An ARL Bio Pharma Certificate of Analysis was not provided.

d. 44 vials with APRN Perkins' self-made label stating "Semaglutide 20 mg S006 Received Date: 03/26/2025"

   i. There were vials in 5 boxes. Each individual vial was unlabeled and contained white powder.

   ii. Enbody's recordkeeping system stated these vials were from Shaanxi Zebrango Ind Co Ltd and were sent for testing on 11/20/24.

   iii. The ARL Bio Pharma Certificate of Analysis Perkins obtained documents the potency result of semaglutide 11.4271 mg/2 mL.

e. 18 vials labeled as "R001".

   i. The vials were in two boxes; one box had a label made by APRN Perkins that stated, "Retatrutide 11mg/ml R001 Received 01/31/2025".

   ii. Each individual vial was unlabeled and contained white powder.

   iii. Each box of vials has a different color cap.
   iv. The ARL Bio Pharma Certificate of Analysis Perkins obtained documents the potency result of retatrutide 9.6687 mg / 2 mL with the date tested of 12/13/24.

f. 90 vials as "S10 10 mg/vial 10 vials/box for research use only" and APRN Perkins' self-made label stating "S008".

   i. The vials were in 9 boxes. Each individual vial was unlabeled and contained white powder.

ii. Enbody's recordkeeping system stated these vials were from Shaanxi Zebrango Ind Co Ltd and were received on 3/27/25.

g. 10 vials with APRN Perkins' self-made label stating "Liraglutide 5 mg". The box had no other label.

i. There vials were in one box. Each individual vial was unlabeled and contained white powder.

h. 9 vials of "NAD500". The vials were in one box; the box had no other label.

i. Each individual vial is unlabeled and contains a white powder.

ii. Enbody's recordkeeping system stated these vials were from Jiangsu Jitai Peptide and were received on 2/27/25.

i. 1 bottle containing powder with APRN Perkins' handwritten label stating "1 g oral sema".

i. APRN Perkins stated it was oral semaglutide that she ordered in error.

j. 6 vials labeled with Perkins' self-made label "Cargrillintide Received date: 02/27/2025".

i. The vials were in one box. Each individual vial was unlabeled and contained white powder.

ii. Enbody's recordkeeping system stated these vials were from Jiangsu Jitai Peptide and were received on 2/27/25.

iii. APRN Perkins' assigned lot stated "C010" and the date sent for testing was crossed off. Perkins did not get these vials tested.

k. 7 vials of Bacteriostatic Water.

i. APRN Perkins stated she ordered these vials from Amazon Office, but could not find her purchase receipt when requested.

1. The vials were purportedly manufactured by HEPIUS- an unlicensed entity- and do not contain an NDC number.

2. APRN Perkins stopped using the vials because patients said, "it burned".

3. The inspection conducted on June 5, 2025, resulted in 6 warnings requiring written responses, including but not limited to:

a. Purchases of dangerous drugs from unlicensed entities.

i. Enbody purchased dangerous drugs direct from multiple unlicensed manufacturers in China and from the Amazon website.

1. APRN Perkins stated the HEPIUS Bacteriostatic water was purchased from Amazon (not through the Amazon Pharmacy); however, she was unable to find the purchase history when requested to look for it.

ii. The clinic did not complete an annual query of the board's online roster prior to purchase of dangerous drugs at wholesale.

b. Enbody was acting as a pick-up station.

i. Compounded B12 and D3 purchased from a 503A pharmacy were observed. They were prescribed under an employee name but used for other Enbody patients.

ii. Most drugs on site did not meet the requirement of a pick-up station and this entity was not authorized to act as a pickup station as there was no clear and convincing evidence that delivery of the prescription to the patient would result in danger to the public health or safety or result in danger to the patient, as required by rule to act as a pick-up station.

c. Refrigerators used for storage of drugs and devices did not record temperatures daily.

i. The refrigerator had a thermometer. APRN Perkins stated Enbody maintains a manual log, but it was not available during the inspection. Enbody is only open Wednesday – Saturday and it is unknown how often monitoring of the temperature occurs.

d. Adulterated Drugs.

i. Observed For Research Use Only Products and Counterfeit Drugs, which were comingled with the additional drug stock.

e. Records of in-office drug administration were not compliant.

i. Not all drug administrations were documented in Enbody’s electronic health record, Charm.

1. Four vials of cargrillintide were unaccounted for; APRN Perkins stated an employee injected them.
2. One retatrutide vial was unaccounted for; APRN Perkins stated an employee most likely injected it.

ii. Note: cargrillintide and retatrutide are <u>not</u>-FDA approved drugs and not allowed to be purchased or administered in the United States.

f. Personally furnished pre-drawn syringes of dangerous drugs

i. APRN Perkins stated she has occasionally provided pre-drawn syringes of peptides to patients when they were unable to come to the clinic for injections.

ii. Records of personally furnishing were not compliant. There were no readily retrievable records of administration and personally furnishing drugs.

4. The following records were provided to Board inspectors:

a. ARL Bio Pharma, Inc reports for semaglutide lots and tirzepatide lots.

b. A few certificates of analysis obtained by APRN Perkins from the manufacturers.

i. Some were in a foreign language

ii. One certificate stated, “sermaglutide”

iii. Two stated “it is only supplied as chemical product”.

c. Enbody’s schedule from March 4, 2025 to June 5, 2025 was provided as the administration record. The following was documented on the schedule:

i. Visit type: semaglutide 872 and tirzepatide 436

ii. 156 patient names

iii. Of the 1,308 visit types, 965 had the status “confirmed.”

iv. Asia Jackson, Epiphany Perkins, and Staff Nurses were listed as providers.

1. Note: Asia Jackson and Epiphany Perkins are not licensed healthcare professionals, per APRN Perkins.

5. During the June 5, 2025 inspection, APRN Tiffinne Perkins, Responsible Person of Enbody, was interviewed by Board inspectors. The following was stated by APRN Perkins:

a. APRN Perkins opened Encore in 2023. Patients come in to receive peptides administered at the medical spa. Perkins has also sent doses home (a maximum of 4 syringes at a time) when patients go on vacation or can’t come in for a couple weeks.

b. She created her own titration schedule of semaglutide and tirzepatide.

c. She uses the sterile vials (found at the medical spa) for reconstitution of the drug powder. She uses bacteriostatic saline. Note: an unapproved drug “bacteriostatic water” was observed by Board inspectors.

d. Jiangsu Jitai is her primary drug manufacturer. She stated she found them by doing a lot of research. She went to the FDA website and found a list of FDA-registered vendors; she buys directly from the manufacturer.

    i. Note: Jiangsu Jitai is not recognized as a legitimate drug distributor. It is not a licensed wholesale drug distributor or drug manufacturer in the United States and it does not have FDA manufacturer registration.

e. When asked for invoices or records that come in the drug packages, APRN Perkins stated packing slips are not sent.

f. APRN Perkins showed Board inspectors a sealed package of Tvigoura that recently arrived, as an example.

    i. When asked what is in the package, APRN Perkins explained it was tirzepatide and “All you have to do is take a picture and ask someone to translate it [the package] for you.”

    ii. She stated the packages come from China.

    iii. She has every batch tested at ARL.

g. APRN Perkins does not have a registered study or a new drug application.

h. She stated cargrillintide is currently under study; she does not use that drug for patients.

    i. When asked about the four missing vials, she stated a staff member used them. The staff member is not her patient and did not document it in a patient chart. The patient is not a licensed healthcare profession.

    ii. APRN Perkins did not prescribe cargrillintide to Epiphany. She stated Epiphany used the drugs without her permission.

i. When asked about the two missing vials of “R001”, suspected to be retatrutide, APRN Perkins stated, “somebody probably used them without my permission or took them.” Then she recalled she sent one off for testing, therefore only one vial is missing.

j. When told non-FDA approved drugs cannot be used, APRN Perkins stated lots of non-FDA approved drugs are used, and incorrectly claimed that testosterone is not FDA-approved.

    i. Note: testosterone is an FDA-approved drug; it can be used off label.

k. APRN Perkins stated she was trained by a PharmD from Revelation Pharma. She took a course in USP <795> compounding. When APRN Perkins was informed she is actually performing sterile compounding, which must comply with USP <797> and not non-sterile compounding, which is USP <795>, APRN Perkins stated the PharmD told her it’s USP<795> and it’s not sterile because it’s as clean as possible.

i. Note: No documentation was provided during the inspection to support APRN Perkins received this training.

l. Despite compounding substances to be injected into patients, APRN Perkins incorrectly answered “yes, non-sterile drugs” when asked on the Board’s renewal application if Enbody compounds.

i. Note: Enbody performs sterile compounding.

m. Enbody’s recordkeeping system was observed to include a “peptide tracker.”

i. Manufacturers on the tracker included: Xi’an Frazier Biotech (no FDA registration listed), Jiangsu Jitai Peptide Industry Science and Technology LTD (FDA registration listed 3004986788), Guanyuan Chemical (no FDA registration listed), Shaanxi Zebrango Ind. Co., LTD (FDA registration listed 15636708030)

1. Note: None of these entities have registrations or identifiers on the FDA database (https://dps.fda.gov/decrs). These are all non-FDA registered entities and do not possess licenses to manufacturer or distribute drugs in the United States.

ii. The records did not provide a quantity of how much drug was purchased.

n. APRN Perkins stated she does not receive any packing slips or invoices with the products.

o. APRN Perkins stated “nothing” is required to set up an account with a manufacturer. The [drugs] are on a website and there is a list of products available; they ship directly to her.

p. APRN Perkins stated she asked them [the manufacturers] the other day if they are still FDA registered “because they are really cracking down here in the U.S.”.

q. Many of the manufactures provided her with a certificate of analysis; many of these are in a foreign language and English.

r. When asked about the product labeled “for research only,” APRN Perkins said Jiangsu Jitai Peptide does not add that label. Shaanxi Zebrango Ind Co Ltd just started adding that label. When she talked on the phone to a rep in China, she told the rep “don’t do that” because “we’re not allowed to use for research peptides.”

s. APRN Perkins asked why the Board is taking all the drugs. A Board inspector explained to her that they are not approved drugs, and they are not from an approved source. APRN Perkins stated, “I understand why you took the ones with the Chinese language on it. But do you think you have a reason to take the other ones that are properly labeled?”

t. When asked why she injected something that said for research use only, APRN Perkins stated "…it was for medical use for a patient. And it said for research. So I took that research peptide and I had it sent to a… to a lab to have it tested. So I'm just trying to understand why it's illegal".

CONCLUSIONS OF LAW

11. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 3715.52 of the ORC, prohibited acts, each, a misdemeanor of the fourth degree. The following acts and causing them are prohibited:

    a. The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated[1] or misbranded,[2] ORC Section 3715.52(A)(1); and

    b. The adulteration or misbranding of any food, drug, device, or cosmetic, ORC Section 3715.52(A)(2); and

    c. The receipt in commerce of any food, drug, device, or cosmetic that is adulterated or misbranded, and the delivery or proffered delivery thereof for pay or otherwise, ORC Section 3715.52(A)(3); and

    d. The sale, delivery for sale, holding for sale, or offering for sale of any article in violation of section 3715.61 or 3715.65 of the Revised Code, ORC Section 3715.52(A)(4); and

    e. The dissemination of any false advertisement, ORC Section 3715.52(A)(5).

12. Such conduct as set forth in the Findings of Fact, constitutes a violation of Section 4729.51(F) of the ORC, effective September 29, 2017 and April 6, 2017, No licensed terminal distributor of dangerous drugs or person that is exempt from licensure under section 4729.541 of the Revised Code shall purchase dangerous drugs or investigational drugs or products from any person other than a licensed manufacturer, outsourcing facility, third-party logistics provider, repackager, or wholesale distributor, each violation is a misdemeanor of the first degree.

13. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 2925.09(A) of the ORC, No person shall administer, dispense, distribute, manufacture, possess, sell, or use any drug, other than a controlled substance, that is not approved by the United States food and drug administration, or the United States department of agriculture, each a felony of the fifth degree.

14. Such conduct as set forth in the Findings of Fact, constitutes a violation of section 3715.68(A) of the ORC, An advertisement of food, drug, device, or cosmetic is false if it is false or misleading in any particular.

---

[1] ORC Section 3715.63: When a drug or device is adulterated
[2] ORC Section 3715.64: When a drug or device is misbranded

15. Such conduct as set forth in the Findings of Fact, constitutes a violation of Section 4729.60(B) of the ORC, Before a licensed terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the roster established pursuant to section 4729.59 of the Revised Code to confirm the seller is licensed to engage in the sale or distribution of dangerous drugs at wholesale.

16. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following sections of Rule 4729:5-3-04 of the OAC, as effective March 1, 2019:

    a. Before a terminal distributor of dangerous drugs may purchase dangerous drugs at wholesale, the terminal distributor shall query the board's online roster (available on the board's website: www.pharmacy.ohio.gov) to confirm any of the following:

        i. The seller is licensed to engage in the sale of dangerous drugs in accordance with section 4729.52 of the Revised Code, OAC Rule 4729:5-3-04(A)(1); and

        ii. The seller is licensed to engage in the occasional sale or distribution of dangerous drugs at wholesale in accordance with rule 4729:5-3-09 of the Administrative Code, OAC Rule 4729:5-3-04(A)(2); and

    b. If no documented query is conducted before a purchase is made, it shall be presumed that the purchase of dangerous drugs by the terminal distributor is in violation of section 4729.51 of the Revised Code, OAC Rule 4729:5-3-04(B).

17. Such conduct as set forth in the Findings of Fact constitutes a violation of section 4729.291(A) of the ORC, Drugs personally furnished by prescriber- Except when provided under section 4731.97 of the Revised Code, when a licensed health professional authorized to prescribe drugs personally furnishes drugs to a patient pursuant to division (B) of section 4729.29 of the Revised Code, the prescriber shall ensure that the drugs are labeled and packaged in accordance with state and federal drug laws and any rules and regulations adopted pursuant to those laws. Records of purchase and disposition of all drugs personally furnished to patients shall be maintained by the prescriber in accordance with state and federal drug statutes and any rules adopted pursuant to those statutes.

18. Such conduct as set forth in the Findings of Fact each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022:

    a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and

    b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in

division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).

19. Such conduct as set forth in Findings of Fact constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective October 3, 2023, TDDD license requirements:

    a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and

    b. A… licensed health professional authorized to prescribe drugs… will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and

    c. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC 4729.55(C).

20. Such conduct as set forth in Findings of Fact constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023:

    a. Violating any rule of the board, ORC Section 4729.57(B)(2); and

    b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and

    c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, ORC Section 4729.57(B)(4); and

    d. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, ORC Section 4729.57(B)(5); and

    e. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this division prohibits a terminal distributor of dangerous drugs from furnishing information concerning a dangerous drug to a health care provider or another licensed terminal distributor; ORC Section 4729.57(B)(6); and

    f. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and

    g. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).

21. Such conduct as set forth in Findings of Fact constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:

a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and

b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and

c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, OAC Rule 4729:5-4-01(B)(4); and

d. Violating any provision of the federal drug abuse control laws or Chapter 2925. or 3719. of the Revised Code, OAC Rule 4729:5-4-01(B)(5); and

e. Falsely or fraudulently promoting to the public a dangerous drug, except that nothing in this rule prohibits a terminal distributor of dangerous drugs from furnishing information concerning a dangerous drug to a health care provider or another licensed terminal distributor, OAC Rule 4729:5-4-01(B)(6); and

f. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and/or

g. Commission of an act that constitutes a misdemeanor that is related to, or committed in, the person's professional practice, OAC Rule 4729:5-4-01(B)(18); and

h. The method used by the terminal distributor to store, possess or distribute dangerous drugs poses serious harm to others, OAC Rule 4729:5-4-01(B)(23).

22. Such conduct as set forth in the Findings of Fact constitutes a violation of the following sections of Rule 4729:7-3-03 of the OAC, as effective March 31, 2021:

a. Except as provided in paragraph (C) of this rule, all non-hazardous, sterile compounded drug preparations, shall be prepared in accordance with United States pharmacopeia chapter <797>, OAC Rule 4729:7-3-03(B); and

b. For all immediate-use, non-hazardous sterile compounded drug preparations, a prescriber shall comply with either:

i. Rule 4729:7-3-04 of the Administrative Code, OAC Rule 4729:7-3-03(C)(1); or

ii. United States pharmacopeia chapter <797>, OAC Rule 4729:7-3-03(C)(2); and

c. The responsible person of a facility where a prescriber is engaged in the compounding of dangerous drugs shall be responsible for all of the following:

i. Developing and implementing appropriate compounding procedures, OAC Rule 4729:7-3-03(E)(1); and

ii. Overseeing facility compliance with this rule, OAC Rule 4729:7-3-03(E)(2); and

iii. Compliance with Title 21 U.S. Code section 353a (November 27, 2013) and all other applicable federal and state laws, regulations and rules, OAC Rule 4729:7-3-03(E)(3); and

iv. Ensuring documented training and competency of compounding personnel, OAC Rule 4729:7-3-03(E)(4); and

v. Ensuring environmental control of the compounding areas, OAC Rule 4729:7-3-03(E)(5); and

vi. Ensuring compounded drug preparations maintain quality and sterility until administered or personally furnished, OAC Rule 4729:7-3-03(E)(6); and

vii. Maintaining drug compounding records pursuant to rule 4729:7-3-06 of the Administrative Code, OAC Rule 4729:7-3-03(E)(7); and

viii. The proper maintenance, cleanliness, and use of all equipment used in compounding, OAC Rule 4729:7-3-03(E)(8); and

ix. Ensuring aseptic technique for the preparation of all sterile compounded drugs, OAC Rule 4729:7-3-03(E)(9); and

d. A prescriber may designate an appropriately trained agent to prepare compounded drug preparations, OAC Rule 4729:7-3-03(F); and

e. For all compounded drugs prepared pursuant to this rule, a prescriber shall:

i. Inspect and approve the compounding process, OAC Rule 4729:7-3-03(G)(1); and

ii. Except as provided in paragraph (H) of this rule, perform medication validation ("final check") prior to the medication being administered, OAC Rule 4729:7-3-03(G)(2); and

f. All the following are required to administer a compounded drug preparation in accordance with paragraphs (H)(1) and (H)(2) of this rule:

i. Verify the accuracy of:

1. Drug name, OAC Rule 4729:7-3-03(I)(3)(a); and
2. Drug strength and dosage form, OAC Rule 4729:7-3-03(I)(3)(b); and
3. Drug volume, OAC Rule 4729:7-3-03(I)(3)(c); and
4. Rate of administration, OAC Rule 4729:7-3-03(I)(3)(d); and
5. Route of administration, OAC Rule 4729:7-3-03(I)(3)(e); and
6. Expiration dates/times, OAC Rule 4729:7-3-03(I)(3)(f); and
7. Appearance and physical integrity of the drugs, OAC Rule 4729:7-3-03(I)(3)(g); and

ii. Indicate in the compounding record verification was completed, OAC Rule 4729:7-3-03(I)(4).

23. Such conduct as set forth in the Findings of Fact constitutes a violation of the following sections of Rule 4729:7-3-06 of the OAC, as effective March 31, 2021:

a. The responsible person shall maintain the following records relating to the compounding of dangerous drugs:

i. All drug orders and records, including logs, relating to the compounding of drugs. Such drug orders and records may be retained by any process providing an exact duplicate of the original order or prescription, OAC Rule 4729:7-3-06(A)(1); and

ii. All records maintained pursuant to this rule may be electronically created and maintained, provided that the system that creates and maintains the electronic record does so in accordance with the following:

1. Complies with the requirements of this rule, OAC Rule 4729:7-3-06(A)(2)(a); and

2. All paper records shall be scanned in full color via technology designed to capture information and reproduce it in an electronic medium presentable and usable to an end user, OAC Rule 4729:7-3-06(A)(2)(b); and

3. Contains security features, such as unique user names and passwords, to prevent unauthorized access, OAC Rule 4729:7-3-06(A)(2)(c); and

4. Contains daily back-up functionality to protect against record loss, OAC Rule 4729:7-3-06(A)(2)(d); and

iii. Records of each drug compounded shall, at a minimum, include all the following:

1. The full name of the patient, unless compounded in accordance with paragraph (G)(2) of rule 4729:7-3-04 of the Administrative Code, OAC Rule 4729:7-3-06(A)(3)(a); and

2. Name, strength, and dosage form of the compounded drug, Rule 4729:7-3-06(A)(3)(b); and

3. Name and quantity of each ingredient, Rule 4729:7-3-06(A)(3)(c); and
4. If a controlled substance, the disposition of unused drug(s) and amount, Rule 4729:7-3-06(A)(3)(d); and

5. Date and time of preparation, Rule 4729:7-3-06(A)(3)(e); and

6. Beyond-use date of the compounded drug, Rule 4729:7-3-06(A)(3)(f); and

7. The positive identification of the personnel responsible for compounding the drug, Rule 4729:7-3-06(A)(3)(g); and

8. The positive identification of either of the following:

a. Person or persons performing medication validation prior to the compounded drug being administered, Rule 4729:7-3-06(A)(3)(h)(i); and

b. The prescriber personally furnishing the compounded drug, Rule 4729:7-3-06(A)(3)(h)(ii); and

b. Records of disposal of compounded drugs, other than controlled substances, shall contain the name, strength, dosage form, and quantity of the dangerous drug disposed, the date of disposal, the method of disposal, the identification of the licensed health care professional that performed the disposal, OAC Rule 4729:7-3-06(B); and

c. All records maintained in accordance with this rule shall be readily retrievable and shall be kept on-site for a period of three years.

i. A terminal distributor intending to maintain records at a location other than the location licensed by the state board of pharmacy must notify the board in a manner determined by the board, OAC Rule 4729:7-3-06(E)(1); and

ii. Any such alternate location shall be secured and accessible only to authorized representatives or contractors of the terminal distributor of dangerous drugs, OAC Rule 4729:7-3-06(E)(2).

24. Such conduct as set forth in the Findings of Fact constitutes a violation of the following sections of Rule 4729:5-3-06 of the OAC, as effective July 1, 2024: To prevent their use, adulterated drugs, as defined in agency 4729 of the Administrative Code, shall be stored in a separate and secure area apart from the storage of drugs used for dispensing, personally furnishing, compounding, and administration.

25. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-3-14(A) of the OAC, as effective March 1, 2020: All terminal distributors of dangerous drugs shall provide effective controls and procedures to: Ensure supervision and control of dangerous drugs, as required in division (B) of section 4729.55 of the Revised Code, and adequate safeguards to ensure that dangerous drugs are being distributed in accordance with all state and federal laws, as required in section 4729.55 of the Revised Code, OAC Rule 4729:5-3-14(A)(2).

26. Such conduct as set forth in Findings of Fact constitutes a violation of the following sections of Rule 4729:5-19-02 of the OAC, as effective March 1, 2020:

a. Except as provided in paragraph (E)(2) of this rule, only a prescriber shall personally furnish a drug. The act of personally furnishing shall be documented using positive identification, OAC Rule 4729:5-19-02(E)(1); and

b. Any patient specific dangerous drug dispensed by a pharmacy that is provided to a patient by a prescriber pursuant to rule 4729:5-5-14 of the Administrative Code is the property of that patient and is not considered personally furnishing. No prescriber that provides a patient with a drug pursuant to rule 4729:5-5-14 of the Administrative Code shall charge any additional fees or require any additional monetary compensation for the dangerous drug, OAC Rule 4729:5-19-02(K).

27. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-19-03 of the OAC, as effective February 4, 2021:

a. All records relating to the receipt, administration, distribution, personal furnishing and sale of dangerous drugs shall be maintained under appropriate supervision and control to restrict unauthorized access, OAC Rule 4729:5-19-03(J); and

b. All areas where dangerous drugs and devices are stored shall be dry, well-lit, well-ventilated, and maintained in a clean and orderly condition. Storage areas shall be maintained at temperatures and conditions which will ensure the integrity of the drugs prior to use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling. Refrigerators and freezers used for the storage of drugs and devices shall comply with the following:

i. Maintain either of the following to ensure proper refrigeration and/or freezer temperatures are maintained:

1. Temperature logs with, at a minimum, daily observations, OAC Rule 4729:5-19-03(K)(1)(a); or

2. A temperature monitoring system capable of detecting and alerting staff of a temperature excursion, OAC Rule 4729:5-19-03(K)(1)(b); and

ii. The terminal distributor shall develop and implement policies and procedures to respond to any out of range individual temperature readings or excursions to ensure the integrity of stored drugs, OAC Rule 4729:5-19-03(K)(2); and

c. Adulterated drugs, including expired drugs, shall be stored in accordance with rule 4729:5-3-06 of the Administrative Code, OAC Rule 4729:5-19-03(M).

28. Such conduct as set forth in Findings of Fact constitutes a violation of the following sections of Rule 4729:5-19-04 of the OAC, as effective March 1, 2020:

a. A clinic or prescriber office shall keep a record of all dangerous drugs received, administered, personally furnished, disposed, sold or transferred, OAC Rule 4729:5-19-04(A); and

b. Records of receipt shall contain the name, strength, dosage form, and quantity of the dangerous drugs received, the name and address of the seller, the name and address of the recipient, and the date of receipt. An invoice from a drug distributor licensed in accordance with division 4729:6 of the Administrative Code containing the required information may be used to meet this requirement, OAC Rule 4729:5-19-04(B); and

c. Records of temperature control monitoring described in paragraph (K)(1) of rule 4729:5-19-03 of the Administrative Code shall include any of the following:

i. For temperature logs, either:

1. The date and time of observation, the full name or the initials of the individual performing the check, and the temperature recorded, OAC Rule 4729:5-19-04(C)(1)(a); and

2. For systems that provide automated temperature monitoring, maintain a report that provides, at a minimum, the date and time of observation and the temperature recorded, OAC Rule 4729:5-19-04(C)(1)(b); and

ii. For temperature monitoring systems capable of detecting and alerting staff of a temperature excursion, maintain reports that provide information on any temperature excursion that includes the date, time, temperature recorded, and length of each excursion, OAC Rule 4729:5-19-04(C)(2); and

d. Records of personally furnishing shall contain the name, strength, dosage form, and quantity of the dangerous drugs personally furnished, the name, address and date of birth of the person to whom or for whose use the dangerous drugs were personally furnished, the positive identification of the prescriber personally furnishing the drug, the date the drug is personally furnished and, if applicable, the date the drug is received by the patient or patient's caregiver, OAC Rule 4729:5-19-04(D); and

e. Records of administration shall contain the name, strength, dosage form, and quantity of the dangerous drugs administered, the name and date of birth of the person to whom or for whose use the dangerous drugs were administered, the date of administration, and either:

i. For non-controlled substance dangerous drugs: the identification of the health care professional administering the drug, OAC Rule 4729:5-19-04(E)(1)(a); and

ii. Records of dangerous drugs administered which become a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph, OAC Rule 4729:5-19-04(E)(2); and

iii. Records of dangerous drugs administered by a health care professional, acting within the professional's scope of practice, who is not a prescriber

shall include documentation of an order issued by a prescriber or protocol authorizing the administration of the drug. An order that is a permanent part of the patient's medical record shall be deemed to meet the requirements of this paragraph. Orders for the administration of controlled substances shall be documented using positive identification, OAC Rule 4729:5-19-04(E)(3); and

f. All records maintained in accordance with this rule and rule 4729:5-19-03 of the Administrative Code shall be readily retrievable and shall be kept on-site for a period of three years.

i. A terminal distributor intending to maintain records at a location other than the location licensed by the state board of pharmacy must notify the board in a manner determined by the board, OAC Rule 4729:5-19-04(J)(1); and

ii. Any such alternate location shall be secured and accessible only to authorized representatives or contractors of the terminal distributor of dangerous drugs, OAC Rule 4729:5-19-04(J)(2).

29. Such conduct as set forth in Findings of Fact constitutes a violation of the following sections of Rule 4729:5-5-14 of the OAC, as effective December 1, 2020: The state board of pharmacy may restrict a site from acting as a pick-up station if it has clear and convincing evidence that the activities of the pick-up station present the following:

a. Danger to public health or safety, OAC Rule 4729:5-5-14(C)(1); or

b. Danger to the patient, OAC Rule 4729:5-5-14(C)(1).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code and Ohio Administrative Code 4729:5-1-01(U), and after consideration of the record as a whole, the findings of fact and violations of law, the pattern of violations and judgment shown by Enbody, the Board hereby adjudicates the matter of Enbody as follows:

On the basis of the Findings of Fact and Sections (1) through (19) of the Conclusions of Law, taken collectively or as individual violations, the Ohio Board of Pharmacy hereby revokes permanently the Terminal Distributor of Dangerous Drugs (TDDD) license, No. 02-60002832, held by Enbody, effective the date of this Order.

The Board finds Enbody may not reapply for a Terminal Distributor of Dangerous Drugs License over which the Board has jurisdiction.
Pursuant to 4729.57 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of $300,000.00 on the revoked license. This fine will be attached to the license record for Enbody and must be paid no later than 180 days from the effective date of this Order. To pay this fine a representative of Enbody must log in to www.elicense.ohio.gov and process the items in the cart.

Further, the Board hereby grants the State's Motion to Seal portions of the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's Exhibit 15.

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

Mr. Grimm moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

Mr. Grimm moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-8/No-0).

SO ORDERED.

1:36 p.m. Ms. DeFiore-Hyrmer provided the OARRS Report.

1:43 p.m. Mr. Griffin provided the Compliance and Enforcement Report.

1:45 p.m. Ms. Southard provided the Licensing Report.

1:52 p.m. Mr. Schierholt provided the Executive Director Report.

R-2026-0256 Mr. George moved that the December 8, 2025, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.

R-2026-0257 Mr. George moved that the December 8-9, 2025, Board Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.

R-2026-0258 Mr. George moved that the December 12, 2025, Special Meeting Minutes be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Yes-8, No-0.

R-2026-0259 Mr. Huston announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. A-2025-0300
I.Win Aesthetics dba Peace Love Tox
License No. 02-64000610
c/o Ilene Winick, APRN
13 W Orange St.
Chagrin Falls, OH 44022-2757

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and I.Win Aesthetics dba Peace Love Tox Aesthetics (Peace Love Tox) for the purpose of resolving all issues between the parties relating to the Board investigation of Peace Love Tox's possession and administration to patients of non-FDA approved drugs obtained from an unlicensed entity. Together, the Board and Peace Love Tox 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. I.Win Aesthetics dba Peace Love Tox is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000610.

FACTS

1. The Board initiated an investigation of Peace Love Tox, Terminal Distributor of Dangerous Drugs license number 02-64000610, related to Peace Love Tox's possession and administration to patients of non-FDA approved drugs obtained from an unlicensed entity.

2. On or about October 1, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Peace Love Tox, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about October 3, 2025, I.Win Aesthetics dba Peace Love Tox, through owner Ilene Winick, APRN, timely requested an administrative hearing, which was subsequently scheduled for January 6, 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. Peace Love Tox admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated October 1, 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 Peace Love Tox's TDDD license number 02-64000610 and reinstate the license immediately upon the effective date of this Agreement.

4. Peace Love Tox agrees to pay to the Board a monetary penalty in the amount of $25,000. This fine will be attached to your license record.

    a. $10,000 of the fine must be paid no later than twelve (12) months from the effective date of this Agreement.

    b. $15,000 of the fine is stayed, subject to successful completion of Term #6, payment of the $10,000 fine as stated in Term #4a, and contingent upon no additional violations by Peace Love Tox in twelve (12) months from the effective date of this Agreement.

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

5. The Board hereby imposes a written reprimand on Peace Love Tox's TDDD license, number 02- 64000610.

6. Peace Love Tox agrees that Ilene Winick or the current Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six (6) months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to legal@pharmacy.ohio.gov.

7. Peace Love Tox 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. Peace Love Tox 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 Peace Love Tox 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 Peace Love Tox by the Board and will NOT discharge Peace Love Tox from any obligation under the terms of this Agreement.

9. Peace Love Tox agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10. Peace Love Tox 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 Peace Love Tox will operate.

12. Peace Love Tox 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-2026-0260

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

IN THE MATTER OF:
CASE NO. A-2025-0365

Mid-Ohio Neurology, Inc
License No. 02-1412100
c/o Mourad Abdelmessih, MD
1916 Tamarack Road
Newark, Ohio 43055
SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Mid-Ohio Neurology, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of Mid-Ohio Neurology, Inc.'s possession and administration of dangerous drugs purchased from an unlicensed entity. Together, the Board and Mid-Ohio Neurology, Inc. are referred to hereinafter as "the parties."

JURISDICTION

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

2. Mid-Ohio Neurology, Inc., located at 1916 Tamarack Road, Newark, Ohio, is a licensed TDDD under license number 02-1412100 and lists Mourad Abdelmessih, MD, [Ohio Medical Board license number 35.070805] as the Responsible Person and owner.

FACTS

1. The Board initiated an investigation of Mid-Ohio Neurology, Inc. (Mid-Ohio Neurology), Terminal Distributor of Dangerous Drugs license number 02-1412100, related to Mid-Ohio Neurology's possession and administration of dangerous drugs purchased from an unlicensed entity.

2. On or about November 18, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Mid-Ohio Neurology, 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 19, 2025, Mid-Ohio Neurology 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. Mid-Ohio Neurology admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated November 18, 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 Mid-Ohio Neurology's TDDD license, number 02-1412100, and reinstate the license upon the effective date of this Agreement.

4. Mid-Ohio Neurology 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 Mid-Ohio Neurology and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, a representative for Mid-Ohio Neurology 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 Mid-Ohio Neurology's TDDD license, number 02-1412100.

6. Mid-Ohio Neurology 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/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. Mid-Ohio Neurology 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. Mid-Ohio Neurology 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 Mid-Ohio Neurology 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 Mid-Ohio Neurology by the Board and will NOT discharge Mid-Ohio Neurology from any obligation under the terms of this Agreement.

9. Mid-Ohio Neurology agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10. Mid-Ohio Neurology 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 Mid-Ohio Neurology will operate.

12. Mid-Ohio Neurology 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-2026-0261

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

IN THE MATTER OF:
CASE NO. A-2025-0342

Game Day Men's Health Hilliard
License No. 02-62001691
5536 Hilliard Rome Road
Hilliard, Ohio 43026

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Game Day Men's Health Hilliard for the purpose of resolving all issues between the parties relating to the Board investigation of Game Day Men's Health Hilliard's possession and sale of non-FDA approved dangerous drugs obtained from unlicensed entities. Together, the Board and Game Day Men's Health Hilliard 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. Game Day Men's Health Hilliard, located at 5536 Hilliard Rome Road, Hilliard, Ohio, is a licensed TDDD under license number 02-62001691 and lists Bhavesh Patel, MD [Ohio Medical Board license number 35.092103] as the Responsible Person, and Randy James and Myca James as the owners.

FACTS

1. The Board initiated an investigation of Game Day Men's Health Hilliard, Terminal Distributor of Dangerous Drugs license number 02-62001691, related to Game Day Men's Health Hilliard's possession and sale of non-FDA approved dangerous drugs obtained from unlicensed entities.

2. On or about November 5, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Game Day Men's Health Hilliard, 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 7, 2025, Game Day Men's Health Hilliard, through counsel, Gregory Tapocsi, 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. Game Day Men's Health Hilliard admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated November 5, 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 Game Day Men's Health Hilliard's TDDD license, number 02-62001691, and reinstate the license upon the effective date of this Agreement.

4. Game Day Men's Health Hilliard 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 Hilliard 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 Hilliard 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 Hilliard's TDDD license, number 02-62001691.
6. Game Day Men's Health Hilliard 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 Hilliard agrees that it will notify each patient, who has not already been notified, who was administered and/or received any medication(s) from Gameday Men's Health Hilliard 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 purchased, possessed, compounded, or shipped into Ohio.

8. Game Day Men's Health Hilliard 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 Hilliard 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 Hilliard 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 Hilliard by the Board and will NOT discharge Game Day Men's Health Hilliard from any obligation under the terms of this Agreement.

10. Game Day Men's Health Hilliard 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 Hilliard 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 Hilliard will operate.

13. Game Day Men's Health Hilliard 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-2026-0262

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

IN THE MATTER OF:
CASE NO. A-2024-0437

Strive Pharmacy Tampa, LLC DBA Strive Pharmacy
License No. 02-42000458
3906 Cragmont Dr.
Tampa, FL 33619

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Strive Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of Strive Pharmacy dispensing to Ohio patients compounded dangerous drugs, which were in violation of the Federal Drug & Cosmetic Act and may not be compounded by 503A pharmacies. Together, the Board and Strive 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. Strive Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000458.

FACTS

1. The Board initiated an investigation of Strive Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-42000458, related to Strive Pharmacy dispensing to Ohio patients compounded dangerous drugs, which were in violation of the Federal Drug & Cosmetic Act and may not be compounded by 503A pharmacies.

2. On or about August 20, 2025, the Board sent a Notice of Opportunity for Hearing to Strive 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 September 17, 2025, Strive Pharmacy, through counsel Alexander L. Snyder, timely requested an administrative hearing, which was subsequently scheduled for February 4, 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. Strive Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 20, 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. Strive Pharmacy agrees to pay to the Board a monetary penalty the amount of $5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.

4. The Board hereby imposes a written reprimand on Strive Pharmacy's TDDD license, number 02-42000458.

5. Strive 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. Strive 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 Strive 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 Strive Pharmacy by the Board and will NOT discharge Strive Pharmacy from any obligation under the terms of this Agreement.

7. Strive 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. Strive 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 Strive Pharmacy will operate.

10. Strive 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-2026-0263 Mr. Huston announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
Case No. A-2025-0296

River Park Dental
License No. 02-64000038
c/o Dr. Phing Saurer
6605 Longshore Street, Suite 220
Dublin, OH 43017

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and River Park Dental for the purpose of resolving all issues between the parties relating to the Board investigation of the purchase of non-FDA approved drugs from an unlicensed wholesaler and various inspection violations. Together, the Board and River Park Dental 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. River Park Dental is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000038.

FACTS

1. The Board initiated an investigation of River Park Dental, Terminal Distributor of Dangerous Drugs license number 02-64000038, related to River Park Dental's purchase of non-FDA approved drugs from an unlicensed wholesaler and various inspection violations.

2. On or about September 30, 2025, the Board sent a Notice of Opportunity for Hearing to River Park Dental, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about October 21, 2025, River Park Dental, through counsel Gregory A. Tapocsi, timely requested an administrative hearing.

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

TERMS

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

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

2. River Park Dental admits to the facts set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated September 30, 2025. The Board determines that it has sufficient evidence to sustain those facts, finds them to violate Ohio law, and hereby adjudicates the same.

3. The Board will lift the summary suspension imposed on River Park Dental's TDDD license number 02-64000038, and reinstate the license immediately upon the effective date of this agreement.

4. River Park Dental agrees to pay to the Board a monetary penalty the amount of $25,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

5. The Board hereby imposes a written reprimand on River Park Dental's TDDD license, number 02-64000038.

6. Dr. Phing Saurer, the Responsible Person for River Park Dental, agrees to attend a Board-sponsored Responsible Person 101 presentation (one hour) within six months from the effective date of this agreement.

7. Dr. Phing Saurer must obtain six hours of approved professional continuing education on the topics of drug storage and handling, regulatory compliance, and/or law or ethics. The professional continuing education must be completed within six months of the effective date of this Agreement. Copies of completed continuing education and proof of attendance at the Responsible Person 101 Roundtable must emailed to legal@pharmacy.ohio.gov.

8. River Park Dental 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. River Park Dental 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 River Park Dental 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 River Park Dental by the Board and will NOT discharge River Park Dental from any obligation under the terms of this Agreement.

10. River Park Dental agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

11. River Park Dental 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 River Park Dental will operate.

13. River Park Dental 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-2026-0264

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

IN THE MATTER OF:
CASE NO. A-2024-0444

Precision Medication, Inc.
fka Precision Compounding Pharmacy and Wellness
License No. 02-42000384
2657 Merrick Rd.
Bellmore, NY 11710

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Precision Medication, Inc. (Precision) for the purpose of resolving all issues between the parties relating to the Board investigation of shipping compounded dangerous drugs into Ohio without having an Ohio-licensed Responsible Person. Together, the Board and Precision 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. Precision is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000384 and lists Lisa Capriola, RPh, as the responsible person.

FACTS

1. The Board initiated an investigation of Precision, Terminal Distributor of Dangerous Drugs license number 02-42000384, related to Precision’s shipping compounded dangerous drugs into Ohio without having an Ohio-licensed Responsible Person.

2. On or about October 27, 2025, the Board sent a Notice of Opportunity for Hearing to Precision, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about October 29, 2025, Precision, through counsel Susan Brichler Trujillo, timely requested an administrative hearing, which was subsequently scheduled for April 13, 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. Precision neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 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. Precision agrees to pay to the Board a monetary penalty the amount of $10,000. 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. Precision's Responsible Person must attend a Responsible Person 101 Roundtable. The Roundtable must be completed within six (6) months from the effective date of this Agreement. The certificate of completion must be e-mailed to legal@pharmacy.ohio.gov.

5. The Board hereby imposes a written reprimand on Precision's TDDD license, number 02-42000384.

6. Precision 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. Precision 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 Precision 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 Precision by the Board and

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

8. Precision agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

9. Precision 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 Precision will operate.

11. Precision 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-2026-0265 Mr. Huston announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. A-2025-0041

CVS Pharmacy #6183
License No. 02-2010750
2987 Derr Road
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 CVS Pharmacy #6183 for the purpose of resolving all issues between the parties relating to the Board investigation of CVS Pharmacy #6183's loss of dangerous drugs. Together, the Board and CVS Pharmacy #6183 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 #6183 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2010750.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #6183, Terminal Distributor of Dangerous Drugs license number 02-2010750, related to CVS Pharmacy #6183's loss of dangerous drugs.

2. On or about October 16, 2025, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #6183, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about October 21, 2025, CVS Pharmacy #6183, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for March 4, 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 #6183 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 16, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. CVS Pharmacy #6183 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 CVS Pharmacy #6183's TDDD license, number 02-2010750.

5. CVS Pharmacy #6183 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 #6183 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 #6183 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 #6183 by the Board and will NOT discharge CVS Pharmacy #6183 from any obligation under the terms of this Agreement.

7. CVS Pharmacy #6183 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 #6183 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 #6183 will operate.

10. CVS Pharmacy #6183 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-2026-0266

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

IN THE MATTER OF:
CASE NO. A-2024-0154

HRx Pharmacy, LLC
License No. 02-2662750
4227 S. Highland Dr., Ste. 6
Salt Lake City, UT 84124

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and HRx Pharmacy, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of the failure to report disciplinary action from other jurisdictions and shipping compounded dangerous drugs into Ohio without having an Ohio-licensed Responsible Person. Together, the Board and HRx 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. HRx Pharmacy, LLC was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2662750 and lists Zachary Hanks, RPh, as the responsible person.

FACTS

1. The Board initiated an investigation of HRx Pharmacy, LLC, Terminal Distributor of Dangerous Drugs license number 02-2662750, related to HRx Pharmacy, LLC's failure to report disciplinary action from other jurisdictions and shipping compounded dangerous drugs into Ohio without having an Ohio-licensed Responsible Person.

2. On or about May 27, 2025, the Board sent a Notice of Opportunity for Hearing to HRx 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. Service was completed on July 29, 2025.

3. On or about August 1, 2025, HRx Pharmacy, LLC, timely requested an administrative hearing, which was subsequently scheduled for January 8, 2026. Subsequently,

Elizabeth Collis and Greg Tapoci entered an appearance on behalf of HRx Pharmacy, LLC.

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. HRx Pharmacy, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 27, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. HRx Pharmacy, LLC agrees to pay to the Board a monetary penalty the amount of $10,000. 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. HRx Pharmacy, LLC's Responsible Person must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. Further, HRx Pharmacy, LLC's Responsible Person must attend a Responsible Person 101 Roundtable. These must all be completed within six (6) 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 HRx Pharmacy, LLC's TDDD license, number 02-2662750.

6. HRx 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.

7. HRx 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 HRx 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 HRx Pharmacy, LLC by the Board and will NOT discharge HRx Pharmacy, LLC from any obligation under the terms of this Agreement.

8. HRx 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.

9. HRx Pharmacy, LLC 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 HRx Pharmacy, LLC will operate.

11. HRx 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.

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-2026-0267

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

IN THE MATTER OF:
CASE NO. A-2024-0221

Adjoa Appiah-Cobbold, RPh
License No. 03-442601
6115 Coburg Dr.
Middletown, OH 45044
SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Adjoa Appiah-Cobbold, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the fraudulent creation of and filling of

a prescription. Together, the Board and Adjoa Appiah-Cobbold 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. Adjoa Appiah-Cobbold is a licensed pharmacist in the state of Ohio under license number 03-442601.

FACTS

1. The Board initiated an investigation of Adjoa Appiah-Cobbold, pharmacist license number 03-442601, related to the fraudulent creation of and filling of a prescription.

2. On or about November 21, 2025, the Board sent a Notice of Opportunity for Hearing to Adjoa Appiah-Cobbold, 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. Adjoa Appiah-Cobbold did not request a 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. Adjoa Appiah-Cobbold neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 21, 2025; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Adjoa Appiah-Cobbold agrees to pay to the Board a monetary penalty in the amount of $750. This fine will be attached to Adjoa Appiah-Cobbold'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. Adjoa Appiah-Cobbold must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. The Board hereby imposes a written reprimand on Adjoa Appiah-Cobbold's pharmacist license, number 03-442601.

6. Adjoa Appiah-Cobbold agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Adjoa Appiah-Cobbold understands that she has the right to be represented by counsel for review and execution of this agreement.

8. Adjoa Appiah-Cobbold 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. Adjoa Appiah-Cobbold waives the 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-2026-0268 Mr. George moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised and to consider the employment (dismissal, discipline, promotion, demotion, compensation, appointment) of a public employee and matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Mr. Hubert 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.

3:24 p.m. The Board returned to public session.

R-2026-0269 Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on June 5, 2025, in the matter of Amanda Lawson (Case No. A-2024-0344).

R-2026-0270 Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on June 5, 2025, in the matter of Shabellie Diaz (Case No. A-2024-0343).

R-2026-0271 After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician Cierra Dawn Roller, Alliance, Ohio (09316021), Ms. Ferris moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Cierra Dawn Roller, Alliance, Ohio (09316021). The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0

R-2026-0272 Mr. Hubert moved to adjourn the January 2026 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Miller and approved by the Board: Yes-8, No-0.

3:28 p.m. The Board Meeting Adjourned.

Jeff Huston , RPh, President Date: 02.02.2026

Steven W. Schierholt, Executive Director Date: 02.02.2026