MINUTES OF THE SEPTEMBER 14, 2026 MEETING OF THE OHIO BOARD OF PHARMACY

Monday, September 14, 2026

10:06 a.m. The Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

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

Absent: Tom Whiston, RPh

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

R-2027-0075 Mr. Grimm moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Hubert and a roll-call vote was conducted by *President* George as follows: Buchta-yes; Buettner-yes; Grimm-yes; Hubert-yes; and Huston-yes.

10:30 a.m. The Board returned to public session and was joined by Assistant Attorney General Matthew Meyer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the Matter of Chanice Newcomer, RPh, Independence, Ohio.

R-2027-0076 Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

10:56 a.m. The deliberation ended and the hearing opened to the public.

R-2027-0077 After votes were taken in public session, the Board adopted the following order in the Matter of Matter of Chanice Newcomer, RPh, Independence, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2026-0120

In The Matter Of:
Chanice Newcomer
5500 Hillside Rd.
Independence, Ohio 44131
License No. 03-134177

INTRODUCTION

The Matter of Chanice Newcomer came for hearing on September 14, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jason George, RPh, *Presiding*; T.J. Grimm, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jeff Huston, RPh; and Leonard Hubert, *Public Member*.

Thomas Whiston, RPh; Absent.

Petitioner Chanice Newcomer appeared pro se. The State of Ohio was represented by Matthew, Principal Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Chanice Newcomer, Petitioner
2. Andy Pierron, Executive Director, Ohio PRO

State's Exhibits:

1. Order of the State Board of Pharmacy, Case No. 2017-1266, January 22, 2018
2. Chanice Newcomer Request for Reinstatement, March 26, 2026
3. Notice of Reinstatement Hearing, August 6, 2026
4. Service of August 6, 2026 Notice of Reinstatement Hearing
5. August 18, 2026 Notice of Continuance
6. Service of August 18, 2026 Notice of Continuance

Respondent's Exhibits:

A-1. Person Statement in Support of Reinstatement

B-1. State of Ohio Board of Pharmacy Order – November 21, 2017

C-1. 2017 OHPRO Contract

C-2. February 14, 2018 OHPRO Contract

D-1. D-1-Compliance Letter from Jarrod Grossman, Former Executive Director, OHPRO

D-2. Compliance Letter from Andy Pierron, Current Executive Director, OHPRO

D-3. Compliance Letter from Jill Caruso, Ohio PRO Monitor

D-4. Glenbeigh Treatment Documentation & Completion Records (*filed under seal)

E-1. NAPLEX Passing Documentation-March 2026

E-2. MPJE Passing Documentation-July 2026

E-3. Ohio Board of Pharmacy Confirmation of Passing Examination Scores

F-1. NABP CPE Monitor Transcript/Continuing Education Record

F-2. OACHC 2026 Annual Conference Certificate-8.50 ACPE Credits

G-1. Ohio Board of Pharmacy Correspondence Regarding Current Employment

H-1 – H-8. Professional, Pharmacy, Recovery, Sponsor, Peer, and Employer Letters of Support

I-1 – I-3. Personal and Family Letters of Support

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Chanice Newcomer has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, in former Case No. 2017-1266 dated January 22, 2018.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-134177, held by Chanice Newcomer to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Chanice Newcomer must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Chanice Newcomer should also submit to the Board documentation demonstrating compliance with an Ohio Department of Behavioral Health (ODBH) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Chanice Newcomer to potential sanctions up to and including revocation of license. The monitoring contract must provide that:

    a. Random, observed urine drug screens shall be conducted at least once each month or an alternative testing protocol (1 PETh, 1 hair/nail, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.

    b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.

c. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.

d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Chanice Newcomer in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.

f. Chanice Newcomer must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.

2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.

   a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.

   b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.

3. Chanice Newcomer shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODBH, the Board shall treat these results as a violation of the Board's Order and request Chanice Newcomer reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Chanice Newcomer shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Chanice Newcomer reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Chanice Newcomer must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:

   a. The written report and documentation provided by the treatment program pursuant to the contract, and

   b. A written description of Chanice Newcomer's progress towards recovery and what Chanice Newcomer has been doing during the previous three months, and

   c. Proof of compliance with all terms of probation, the monitoring contract, including all

terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.

6. Chanice Newcomer must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Chanice Newcomer holds a professional license or applies for a professional license, and all persons who provide Chanice Newcomer chemical dependency treatment or monitoring, during the effective period of this order or agreement.

7. Other terms of probation are as follows:

   a. Chanice Newcomer must meet at least annually with the Board's Probation Committee, the first meeting to be held September 8, 2027. Additional periodic appearances may be requested.

   b. The Ohio Board of Pharmacy hereby declares that Chanice Newcomer's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.

   c. Chanice Newcomer must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.

   d. Chanice Newcomer may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.

   e. Chanice Newcomer may not engage in a consult agreement, unless approved by the board.

   f. Chanice Newcomer may not destroy, assist in, or witness the destruction of controlled substances.

   g. Chanice Newcomer may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.

   h. Chanice Newcomer must not violate the drug laws of Ohio, any other state, or the federal government.

   i. Chanice Newcomer must abide by the rules of the Ohio Board of Pharmacy.

   j. Chanice Newcomer must comply with the terms of this Order.

   k. Chanice Newcomer's license is deemed not in good standing until successful completion of the probationary period.

l. Chanice Newcomer must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.

8. When deemed appropriate by the Board, Chanice Newcomer must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.

9. Chanice Newcomer may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.

10. Chanice Newcomer must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Chanice Newcomer to possible additional sanctions, including and up to revocation of license.

11. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Chanice Newcomer's license.

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

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

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's exhibits: D-4 and any other documents containing protected health information (PHI).

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

Mr. Huston moved for the Decision of the Board; Mr. Buchta seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

10:57 a.m. The Board was joined by Assistant Attorney General Matthew Meyer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the Matter of Joshua Barr, RPh, New Albany, Ohio.

R-2027-0078 Mr. Buchta moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical

Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

11:24 a.m. The deliberation ended and the hearing opened to the public.

R-2027-0079 After votes were taken in public session, the Board adopted the following order in the Matter of Matter of Joshua Barr, RPh, New Albany, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY
Case Number A-2024-0364

In The Matter Of:
Joshua Barr
1051 Morning Bird Court
Grove City, OH 43123
License no. 03-441491

INTRODUCTION

The Matter of Joshua Barr came for hearing on September 14, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jason George, RPh, *Presiding*; T.J. Grimm, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jeff Huston, RPh; and Leonard Hubert, *Public Member*.

Thomas Whiston, RPh; Absent.

Joshua Barr was not represented by an attorney. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Joshua Barr

State's Exhibits:

1. Order of the State Board of Pharmacy, Case No. 2024-0364, Apri 15, 2025
2. Joshua Barr Request for Reinstatement, July 9, 2026
3. Notice of Reinstatement Hearing
4. Service of Notice of Reinstatement Hearing, July 14, 2026
5. Entry for Intervention in Lieu of Conviction, Franklin C.P. Case No. 25 CR 4346, March 15, 2026

Respondent's Exhibits:

A. Ohio Pharmacist Rehabilitation (Ohio PRO) Contract
B. Ohio PRO Summary of Drug Test Results
C. Ohio PRO Executive Director Letter of Compliance
D. The Ride Certificate of Completion
E. AA/NA Meeting Attendance Records
F. NABP Summary of RPh Continuing Education Requirements
G. Letter from Treating Physician Divya Manda, MD – UNDER SEAL
H. Letters of Reference and Support

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Joshua Barr has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2025-0364, dated April 15, 2025.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-441491, held by Joshua Barr to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order AND the completion of the applicable license application requirement, with the following conditions:

1. Joshua Barr must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Joshua Barr should also submit to the Board documentation demonstrating compliance with an Ohio Department of Behavioral Health (ODBH) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Joshua Barr to potential sanctions up to and including revocation of license. The monitoring contract must provide that:

    a. Random, observed urine drug screens shall be conducted at least once each month or an alternative testing protocol (1 PETh, 1 hair/nail, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.

    b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.

    c. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.

    d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Joshua Barr in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.

f. Joshua Barr must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.

2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.

   a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.

   b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.

3. Joshua Barr shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODBH, the Board shall treat these results as a violation of the Board's Order and request Joshua Barr reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Joshua Barr shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Joshua Barr reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Joshua Barr, IF convicted of a felony relating to a controlled substance, may not be employed by a terminal distributor of dangerous drugs, unless a waiver has been obtained by a licensee pursuant to 21 C.F.R. 1307.03.

6. Joshua Barr's license shall remain on probation until such time as any criminal intervention in lieu of conviction (ILC) has been successfully completed even if all other terms of the Boards probation have been met.

7. Joshua Barr must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:

   a. The written report and documentation provided by the treatment program pursuant to the contract, and

   b. A written description of Joshua Barr's progress towards recovery and what Joshua Barr has been doing during the previous three months, and

c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.

8. Joshua Barr must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Joshua Barr holds a professional license or applies for a professional license, and all persons who provide Joshua Barr chemical dependency treatment or monitoring, during the effective period of this order or agreement.

9. Other terms of probation are as follows:

   a. Joshua Barr must meet at least annually with the Board's Probation Committee, the first meeting to be held **September 8, 2026**. Additional periodic appearances may be requested.

   b. The Ohio Board of Pharmacy hereby declares that Joshua Barr's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.

   c. Joshua Barr must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.

   d. Joshua Barr may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.

   e. Joshua Barr may not engage in a consult agreement, unless approved by the board.

   f. Joshua Barr may not destroy, assist in, or witness the destruction of controlled substances.

   g. Joshua Barr may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.

   h. Joshua Barr must not violate the drug laws of Ohio, any other state, or the federal government.

   i. Joshua Barr must abide by the rules of the Ohio Board of Pharmacy.

   j. Joshua Barr must comply with the terms of this Order.

   k. Joshua Barr's license is deemed not in good standing until successful completion of the probationary period.

   l. Joshua Barr must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others

involved in the monitoring process, of information necessary for those individuals to fulfill their duties.

10. When deemed appropriate by the Board, Joshua Barr must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.

11. Joshua Barr may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.

12. Joshua Barr must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Joshua Barr to possible additional sanctions, including and up to revocation of license.

13. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Joshua Barr's license.

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

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

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

Anthony Buchta, Sr., moved for Findings of Fact; Jeff Huston seconded the motion. Motion passed (Yes-5/No-0).

Anthony Buchta, Sr. moved for the Decision of the Board; Jeff Huston seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

11:25 a.m. The Board took a brief recess.

11:32 a.m. The Board returned to public session and was joined by Assistant Attorney General Matthew Meyer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the Matter of Kindy Ghussin, RPh, Dayton, Ohio.

R-2027-0080 Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

11:46 a.m. The deliberation ended and the hearing opened to the public.

R-2027-0081 After votes were taken in public session, the Board adopted the following order in the Matter of Kindy Ghussin, RPh, Dayton, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY
(Case Number A-2025-0080)

In The Matter Of:
Kindy Ghussin
3415 Riva Ct.
Dayton, Ohio 45430
(License No. 03-225163)

INTRODUCTION

On February 11, 2026, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Kindy Ghussin (Respondent) via certified mail to Respondent's last known address. The tracking record confirmed the Notice was delivered via post office pickup on February 17, 2026. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of service. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio, 110 Ohio App.3d 124, 129 (10th Dist.1996)* on September 14, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jason George, RPh, *Presiding*; T.J. Grimm, RPh*, Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jeff Huston, RPh; and Leonard Hubert, *Public Member*.

Thomas Whiston, RPh; Absent.

Kindy Ghussin was not present and not represented by counsel. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Kelly Monce – Board Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. February 11, 2026 Notice Letter

2. USPS Tracking, Certified Mail Service
3. Federal Indictment, United States District Court E.D. Mich No 2:20 cr 2016
4. Jury Verdict Form, Case No. 2:20 cr 20162
5. Sentencing Judgment for Kindy Ghussin, Case No. 2:20 cr 20162
6. Sixth Circuit US Court of Appeals Opinion, USA v. Hamaed et al, Case Nos. 25 1056/1099/1104/1157/1353

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 September 5, 2025, Kindy Ghussin was convicted by a jury of Conspiracy to Commit Health Care Fraud and Wire Fraud, in violation of 18 U.S.C. Sec. 1349, in the United States District Court, Eastern District of Michigan. *United States of America v. Kindy Ghussin*, Case No. 2:20-cr-20162.

    a. Kindy Ghussin and co-defendants billed Medicare, Medicaid, and Blue Cross Blue Shield of Michigan for prescription medications that were not dispensed. This occurred at five pharmacies owned and operated by Kindy Ghussin and co-defendants, including two in Ohio, Heartland Pharmacy and Heartland Pharmacy 2. Collectively, over $13 million was stolen from Medicare, Medicaid and Blue Cross Blue Shield of Michigan.

2. On or about February 28, 2025, a Judgment Entry was filed and sentenced Kindy Ghussin to 65 months imprisonment with three years of supervised release with terms and conditions. Mr. Ghussin was ordered to pay restitution in the amount of $3,356,299.65 to Medicare Trust Fund and Blue Cross Blue Shield. Additionally, Mr. Ghussin's interest in certain properties, including Heartland Pharmacy, LLC, and Heartland Pharmacy 2, LLC, formerly located in Ohio, was forfeited to the United States. He was ordered to surrender for imprisonment before May 15, 2025. *United States of America v. Kindy Ghussin*, Case No. 2:20-cr-20162.

CONCLUSIONS OF LAW

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

    a. Has been convicted of a felony, or a crime of moral turpitude, as defined in section 4776.10 of the Revised Code, ORC Section 4729.16 (A)(2)(a); and

    b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and

c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and

d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).

2. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:

a. Has a criminal conviction for, judicial finding of guilt of, or plea of guilty to a disqualifying offense, OAC Rule 4729:1-4-01(B)(2)(a); and

b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and

c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and

d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and

e. Has been disciplined by the state board of pharmacy pursuant to section 4729.16 of the Revised Code, OAC Rule 4729:1-4-01(B)(2)(l); and

f. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(n).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the findings of fact and violations of law, and the egregiousness of Kindy Ghussin's conduct, the Ohio Board of Pharmacy hereby adjudicates the matter as follows:

On the basis of the Findings of Fact and Sections (1) and (2) of the Conclusions of Law, taken collectively or as individual violations, the Ohio Board of Pharmacy hereby revokes permanently Kindy Ghussin's license to practice pharmacy in the State of Ohio, license no. 03-225163.

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

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

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

SO ORDERED.

11:48 a.m. The Board took a brief recess.

12:21 p.m. The Board returned to public session.

R-2027-0082 Mr. Grimm moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Buchta, and a roll-call vote was conducted by *President* George as follows: Buchta-yes; Buettner-yes; Grimm-yes; Hubert-yes; and Huston-yes.

1:04 p.m. The Board returned to public session and Ms. DeFiore-Hyrmer provided the OARRS Report.

1:08 p.m. Mr. Griffin provided the Compliance and Enforcement Report.

1:10 p.m. Ms. Southard provided the Licensing Report.

1:13 p.m. Ms. Southard presented the Reciprocity/FPGEC Waiver Request from Ramy Shoapah – Tampa, FL to the Board for consideration.

R-2027-0083 Mr. Huston moved that the Board grant Ramy Shoapah's request. The motion was seconded by Mr. Hubert and approved by the Board: Yes-5, No-0.

1:16 p.m. Ms. Southard presented the Reciprocity/FPGEC Waiver Request from Nader Halim – Lake Mary, FL to the Board for consideration.

R-2027-0084 Mr. Huston moved that the Board grant Nader Halim's request. The motion was seconded by Mr. Hubert and approved by the Board: Yes-5, No-0.

1:17 p.m. Ms. Southard presented the Examination Score Transfer Request of Jenny Ro – Duluth, GA to the board for consideration.

R-2027-0085 Mr. Huston moved that the Board grant Jenny Ro's request. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

1:20 p.m. Mr. McNamee provided the Legislative Report.

1:21 p.m. Mr. McNamee presented a resolution titled Appointment of the 2026 Rules Review Committee to the Board for approval.

R-2027-0086 Mr. Huston moved that the Board approve the Resolution. The motion was seconded by

Mr. Buchta and approved by the Board: Yes-5, No-0 and the following resolution was adopted by the Board:

Appointments to the 2026 Controlled Substances Advisory Committee

The Ohio Board of Pharmacy hereby appoints the following to the 2026 Controlled Substances Advisory Committee:

- *Mary Sigrist, Ohio Department of Behavioral Health*;*
- *Ariana Norris, Adams County Prosecutor*;*
- *Dr. Thomas Gilson, Cuyahoga County Medical Examiner;*
- *Dr. Hannah Hayes, medical toxicologist, Nationwide Children's Hospital;*
- *Ariana Norris, Adams County Prosecutor;*
- *Ara Mekhjian, Ohio Attorney General's Office;*
- *Natalie Rine, PharmD, Director of Central Ohio Poison Center – Nationwide Children's Hospital;*
- *Dr. Dennis Summers, Ohio Department of Agriculture;*
- *Miranda Williams, Ohio Department of Health;*
- *Dr. Kenneth Yeager, Ohio Chemical Dependency Board.*

**Proposed new appointments.*

1:21 p.m. Mr. McNamee presented a resolution titled Enforcement of Outpatient Electronic Positive Identification Requirements to the Board for approval.

R-2027-0087 Mr. Huston moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0 and the following resolution was adopted by the Board:

Enforcement of Outpatient Electronic Positive Identification Requirements

The Ohio Board of Pharmacy hereby delays the enforcement of OAC 4729:5-5-04 (effective March 31, 2027) until November 1, 2027. During this delay, any licensee found in violation of OAC 4729:5-5-04 will be issued a written warning for failing to comply with the requirements of the rule. Any outpatient pharmacy that does not comply with the requirements of OAC 4729:5-5-04 on or after November 1, 2027, will be subject to administrative discipline in accordance with OAC 4729:5-4-01.

1:22 p.m. Mr. McNamee presented a resolution titled Temporary Policies for Neonatal Parenteral Nutrition to the Board for approval.

R-2027-0088 Mr. Huston moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0 and the following resolution was adopted by the Board:

Temporary Policies for Neonatal Parenteral Nutrition

The Ohio Board of Pharmacy hereby adopts the U.S. Food and Drug Administration's Temporary Policies for Compounding Certain Starter Parenteral Nutrition Drug Products for Neonates (Effective September 2026). The enforcement policies in this guidance are intended to provide temporary flexibility for licensees until March 8, 2027, to help ensure that these products remain available to hospitals and health systems

while alternative sources increase supplies.

1:23 p.m. Mr. McNamee presented rule *4729:5-5-22 – Return to stock in an outpatient pharmacy* to the Board for approval.

R-2027-0089 Mr. Huston moved that the Board approve rule *4729:5-5-22 – Return to stock in an outpatient pharmacy* for filing with CSI. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

1:24 p.m. Mr. McNamee informed the Board that there were no new updates on 4729:9-1-01.2 – Mitragynine.

1:25 p.m. Mr. Schierholt provided the Executive Director Report.

R-2027-0090 Mr. Grimm moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Huston and a roll-call vote was conducted by *President* George as follows: Buchta-yes; Buettner-yes; Grimm-yes; Hubert-yes; and Huston-yes.

3:07 p.m. The board returned to public session.

R-2027-0091 After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacy Technician Trainee Chantelle Bowman, Marion, Ohio, Mr. Grimm moved that the Board summarily suspend the Pharmacy Technician Trainee license belonging to Chantelle Bowman, Marion, Ohio (09144555). The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0092 After hearing Mr. Flaharty discuss the significant facts regarding the activities of Registered Pharmacy Technician Darcie Sixta, Parma, Ohio, Mr. Buchta moved that the Board summarily suspend the Registered Pharmacy Technician license belonging to Darcie Sixta, Parma, Ohio (09226008). The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0093 After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee I Beauty MedSpa PLLC, Sylvania, Ohio, Mr. Grimm moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to I Beauty MedSpa PLLC, Sylvania, Ohio (0262001785). The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0094 After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Revitalize Medical Group, Fairlawn, Ohio, Mr. Buchta moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Revitalize Medical Group, Fairlawn, Ohio (0262001014). The motion was seconded by Mr. Grimm and approved by the Board: Yes-5, No-0.

R-2027-0095 After votes were taken in public session, the Board adopted the following order in the Matter of Deja Agaj, Westlake, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN PART REPORT AND RECOMMENDATION OF HEARING EXAMINER
(Case No. A-2025-0038)

In the Matter of:
Deja Agaj
800 Brick Mill Run Apt. 309
Westlake, OH 44145
Pharmacy Technician Trainee License No. 09-139298

INTRODUCTION

Deja Agaj (Respondent) was issued a registration as a pharmacist technician trainee by the Ohio Board of Pharmacy on December 6, 2024, and a certified pharmacy technician registration on July 29, 2025. The Board issued a Notice of Opportunity for Hearing (Notice) on April 9, 2026, which was served on Respondent via electronic mail on April 27, 2026. Respondent timely requested a hearing, and the Matter of Deja Agaj came for hearing before Hearing Examiner Linda Mosbacher on July 10, 2026. Respondent appeared at the hearing and represented herself. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via electronic mail on or about August 20, 2026. Respondent did not submit written objections to the Report and Recommendation. The matter subsequently came for consideration by the Board on September 14, 2026, before the following members: Jason George, RPh, *Presiding*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Jeff Huston, RPh.

Tom Whiston, RPh, absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 6, Respondent's Exhibit A, the hearing transcript, and Hearing Examiner Mosbacher's Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms and approves the Hearing Examiner's findings of fact and conclusions of law. The Board modifies the Hearing Examiner's recommendation as follows:

> Within three (3) months, Respondent must obtain a substance use evaluation from a Board-approved treatment provider. Respondent must comply with all recommendations of that evaluation. If treatment and/or monitoring is recommended as a result of the evaluation, Respondent shall be placed on probation – with standard monitoring terms and conditions, as determined by the Board – until treatment is completed or for a period of two years, whichever occurs sooner. If applicable, upon receiving the results of the evaluation, the monitoring terms

will be provided via an Addendum to this Order, and the probation shall be transferred to Respondent's certified pharmacy technician registration number 09-321991.

Mr. Grimm moved to confirm and approve the Hearing Examiner's findings of fact and conclusions of law, and to modify the hearing examiner's recommendation and adopt the above decision. Mr. Buchta seconded the motion. Motion passed (Yes-5/No-0).

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

SO ORDERED.

R-2027-0096 After votes were taken in public session, the Board adopted the following order in the Matter of Antonett Corpening, Massillon, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER
Case Number A-2026-0042

In The Matter Of:
Antonett Corpening
1217 North Avenue NE
Massillon, OH 44646
Registration No. 09-139595

INTRODUCTION

Antonett Corpening (Respondent) maintained a Pharmacy Technician Trainee Registration (No. 09-139595) with the Ohio Board of Pharmacy (Board), which expired on July 3, 2026. The Board issued a Notice of Opportunity for Hearing on March 16, 2026. Respondent timely requested a hearing, and the Matter of Antonett Corpening came for hearing before Hearing Examiner Charles Schneider on August 13, 2026. Respondent was present at the hearing and was represented by Attorney Trevor Lyke. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via email, confirmation of receipt requested, on or about September 1, 2026. The Board received confirmation of receipt via an electronic delivery receipt and via email from Attorney Trevor Lyke. No Objections were filed.

The matter subsequently came for consideration by the Board on September 14, 2026, before the following members: Jason George, RPh, *Presiding*; T.J. Grimm, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Leonard Hubert, *Public Member*; and Jeff Huston, RPh.

Absent: Tom Whiston, RPh.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which

included the following items: the State's Exhibits, Respondent's Exhibits, the hearing transcript, and Hearing Examiner Schneider's Report and Recommendation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Schneider's Report and Recommendation and modifies in part to include as the Board's Findings of Fact, Allegations 1-3, inclusive, as set forth in the Notice of Opportunity for Hearing in case A-2026-0042.

2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law as set forth in Hearing Examiner Schneider's Report and Recommendation and modifies the Conclusions of Law to include Violation of Law 1, 2a, 2c, 2d, and 3, inclusive, as set forth in the Notice of Opportunity for Hearing in case A-2026-0042.

DECISION OF THE BOARD

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

1. Pursuant to Section 4729.96 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely pharmacy technician trainee registration no. 09-139595 held by Antonett Corpening and such suspension is effective as of the date of the issuance of this Order.

2. Antonett Corpening, pursuant to Rule 4729:3-4-01(D) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the Ohio Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

3. Antonett Corpening may only petition for reinstatement or reapply for a license or registration after obtaining a substance use evaluation from a licensed provider, pre-approved by the Board, and must follow all recommendations for treatment.

    a. Specifically, if treatment and/or monitoring is recommended as a result of the evaluation, Respondent shall be placed on probation – with standard monitoring terms and conditions, as determined by the Board – until treatment is completed or for a period of two years, whichever occurs sooner. If applicable upon receiving the results of the evaluation, the monitoring terms will be provided via an Addendum to this Order.

    b. Respondent's petition for reinstatement or reapplication for a license or registration must include proof of her ability to practice pharmacy with the requisite skill, safety, and competence to the public, and to herself.

4. This Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Respondent currently holds a professional license, including to the Board on

renewal applications or applications for a new license or registration.

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

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

SO ORDERED.

R-2027-0097 Mr. Grimm moved that the August 3, 2026, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0.

R-2027-0098 Mr. Grimm moved that the August 3-4, 2026, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0099 Mr. Grimm moved that the August 12, 2026, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0100 Mr. Grimm moved that the September 8, 2026, Special Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

R-2027-0101 Mr. George announced the dismissal of the Notice of Opportunity for Hearing issued on April 6, 2026, in the matter of Julia Birkemeier, RPh (Case No. A-2024-0250).

R-2027-0102 Mr. George announced the dismissal of the Notice of Opportunity for Hearing issued on April 5, 2023, in the matter of Purdue Pharmaceuticals (Case No. A-2020-0777):

The Board dismisses the Notice of Opportunity for Hearing, Proposal to take Disciplinary Action against Purdue Pharmaceuticals, Case number A-2020-0777, issued on April 5, 2023.

Dismissal of this matter is due to the forthcoming dissolution of Purdue Pharmaceuticals as an entity as a result of bankruptcy proceedings, as well as Purdue Pharmaceutical's settlement agreement with the State of Ohio.

Dismissal of this Notice in no way condones or excuses the allegations or the potential violations of law contained in the Notice.

R-2027-0103 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0073**

Obimba B. Isaac-Ebiringa, RPh **License No. 03-224989**
8807 Union Springs Court
Centerville, OH 45458

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Obimba Isaac-Ebiringa, RPh, for the purpose of resolving all issues between the parties relating to an October 2024 Board inspection at Excels Pharmacy, LLC and the subsequent results, including the discovery of the transferring, pick-up, and re-dispensing of prescriptions. Together, the Board and Obimba Isaac-Ebiringa 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. Obimba B. Isaac-Ebiringa, RPh is a licensed pharmacist in the State of Ohio under license number 03-224989, who is listed as the Responsible Person of Excels Pharmacy, LLC, located at 2800 Salem Ave Dayton, OH 45406.

FACTS

1. The Board initiated an investigation of Obimba Isaac-Ebiringa, pharmacist license number 03-224989, and Excels Pharmacy, LLC, related to an October 2024 Board Inspection and the subsequent results, including the transferring, pick-up, and re-dispensing of prescriptions.

2. On or about May 14, 2026, the Board sent a Notice of Opportunity for Hearing to Obimba Isaac-Ebiringa, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

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

2. Obimba Isaac-Ebiringa neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 14, 2026; 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. Obimba Isaac-Ebiringa 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.

4. The Board hereby imposes a written reprimand on Obimba Isaac-Ebiringa's pharmacist license, number 03-224989.

5. Obimba Isaac-Ebiringa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Obimba Isaac-Ebiringa understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Obimba Isaac-Ebiringa agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.

8. Obimba Isaac-Ebiringa waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0104 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0164**

Pure Health Medical **License No. 02-60001754**
dba Pure Health Aesthetics & Wellness
c/o Dr. Matthew Marcotte & Jennifer Marcotte
8611 Columbus Pike
Lewis Center, OH 43035

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Pure Health Medical dba Pure Health Aesthetics & Wellness (Pure Health) for the purpose of resolving all issues between the parties relating to the Board investigation of Pure Health's purchase and possession of an illegal injectable dangerous drug, and violations of personally furnishing, record keeping, and drug storage and security rules and regulations. Together, the Board and Pure Health 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. Pure Health is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60001754.

FACTS

1. The Board initiated an investigation of Pure Health, Terminal Distributor of Dangerous Drugs license number 02-60001754, related to Pure Health's purchase and possession of an illegal injectable dangerous drug, and violations of personally furnishing, record keeping, and drug storage and security rules and regulations.

2. On or about June 1, 2026, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Pure Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about June 23, 2026, Pure Health, through counsel Douglas E. Graff, timely requested an administrative hearing, which was subsequently scheduled for September 14, 2026. On June 29, 2026, Pure Health requested to continue the administrative hearing and waived the requirements of R.C. 4729.571(B), including the 120-day timeframe for the Board's final adjudication. The Board granted the continuance and rescheduled the administrative hearing for January 6, 2027.

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. Pure Health admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated June 1, 2026, 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 Pure Health's TDDD license number 02-60001754 and reinstate the license immediately upon the effective date of this Agreement.

4. Pure Health agrees to pay to the Board a monetary penalty in the amount of $25,000.00. This fine must be paid no later than six months from the effective date of this Agreement. This fine will be attached to your license record. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.

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

6. Pure Health agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

7. Pure Health 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 Pure Health of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Pure Health by the Board and will NOT discharge Pure Health from any obligation under the terms of this Agreement.

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

9. Pure Health understands that it has the right to be represented by counsel for review and execution of this agreement.

10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Pure Health will operate.

11. Pure Health 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-2027-0105 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0278**

Mary Jewett **SUSPENDED Registration No. 09-142682**
601 Fawn PL
Trenton, OH 45067

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

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

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.

2. Mary Jewett is an Ohio pharmacy technician trainee under suspended registration number 09-142682.

FACTS

1. The Board initiated an investigation of Mary Jewett, pharmacy technician trainee, registration number 09-142682, related to Mary Jewett's theft of controlled substances.

2. On or about August 12, 2026, the Board sent a Summary Suspension/Notice of Opportunity for

Hearing to Mary Jewett, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings. Any criminal proceedings resulting from this investigation are not affected by this Agreement.

TERMS

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

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

2. Mary Jewett neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 12, 2026; 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. **MARY JEWETT VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY HER REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-142682, WITH DISCIPLINE PENDING.**

4. **Mary Jewett may only apply for any license or registration over which the Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, if she provides satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy, to include at minimum, unless otherwise approved by the Board:**

   a. **Successful completion of a Board-approved or court-ordered treatment program; and**

   b. **Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.**

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

6. Mary Jewett understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Mary Jewett agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.

8. Mary Jewett waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0106 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0049**

Mercy Health – Springfield Regional Medical Center **License No. 02-1780800**
100 Medical Center Drive
Springfield, Ohio 45504

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Mercy Health – Springfield Regional Medical Center (MHMC) for the purpose of resolving all issues between the parties relating to the Board investigation of drug security. Together, the Board and MHMC 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. Mercy Health – Springfield Regional Medical Center, located at 100 Medical Center Drive, Springfield, Ohio, has an active TDDD license with the Board under license number 02-1780800, which lists Joshua Walker, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of MHMC, Terminal Distributor of Dangerous Drugs license

number 02-1780800, related to MHMC's drug security.

2. On or about January 29, 2026, the Board sent a Notice of Opportunity for Hearing to MHMC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about February 17, 2026, MHMC, through counsel Alex Cooper, timely requested an administrative hearing, which was subsequently scheduled for August 4, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. MHMC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 29, 2026; 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. MHMC agrees to pay to the Board a monetary penalty the amount of $5,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. MHMC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

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

6. MHMC agrees to pay all reasonable costs associated with the collection of any payment, and of the

prosecution of any violation of this Agreement.

7. MHMC understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom MHMC will operate.

9. MHMC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0107 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0106**

Westgate Family Pharmacy **License No. 02-2235850**
3147 W. Central Ave
Toledo, Ohio 43606

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Westgate Family Pharmacy for the purpose of resolving all issues between the parties relating the results of Westgate Family Pharmacy's February 2026 Board inspection, including, in part, the pharmacy's failure to use OARRS since 2019. Together, the Board and Westgate Family Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

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

pursuant to Section 4729.54 of the Ohio Revised Code.

2. Westgate Family Pharmacy, located at 3147 W. Central Ave, Toledo, Ohio, has an active TDDD license with the Board under license number 02-2235850, which lists Najwa Chaaban-Kassem, RPh as the Responsible Person and owner. On or about May 26, 2026, Westgate Family Pharmacy filed a Notice of Discontinuation of Business with the Board. On or about May 27, 2026, the pharmacy ceased operation. The DCB will be processed by the Board after resolution of the Notice letter.

FACTS

1. The Board initiated an investigation of Westgate Family Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2235850, related to the results of Westgate Family Pharmacy's February 2026 Board inspection, including, in part, the pharmacy's failure to use OARRS since 2019.

2. On or about June 4, 2026, the Board sent a Notice of Opportunity for Hearing to Westgate Family Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about June 29, 2026, Westgate Family Pharmacy, through counsel Daniel Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for December 9, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Westgate Family Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 4, 2026; 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. **WESTGATE FAMILY PHARMACY PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-2235850, WITH DISCIPLINE PENDING.**

4. Westgate Family Pharmacy agrees never to reapply for any license or registration issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. Westgate Family Pharmacy and/or Najwa Chaaban-Kassem, RPh further agree that they will not own, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719, 4729, or 4752 of

the Revised Code.

5. Westgate Family Pharmacy agrees to pay to the Board a monetary penalty the amount of $500. This fine will be attached to the 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.

6. Westgate Family Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

7. Westgate Family Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Westgate Family Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Westgate Family Pharmacy by the Board and will NOT discharge Westgate Family Pharmacy from any obligation under the terms of this Agreement.

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

9. Westgate Family Pharmacy 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 Westgate Family Pharmacy will operate.

11. Westgate Family Pharmacy explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

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-2027-0108 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0107**

Najwa Chaaban-Kassem, RPh **License No. 03-124559**
2947 Avatar Court
Ottawa Hills, Ohio 43615

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Najwa Chaaban-Kassem, RPh, for the purpose of resolving all issues between the parties relating to the results of Westgate Family Pharmacy's February 2026 board inspection, including, in part, the pharmacy's failure to use OARRS since 2019, when you were the owner and Responsible Person on the TDDD license. Together, the Board and Najwa Chaaban-Kassem, RPh are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.

2. Najwa Chaaban-Kassem, RPh is a licensed pharmacist in the State of Ohio under license number 03-124559, who is listed as the Responsible Person and an owner of Westgate Family Pharmacy, located at 3147 W. Central Ave, Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Najwa Chaaban-Kassem, RPh, pharmacist license number 03-124559, related to the results of Westgate Family Pharmacy's February 2026 board inspection, including, in part, the pharmacy's failure to use OARRS since 2019, when you were the owner and Responsible Person on the TDDD license.

2. On or about June 4, 2026, the Board sent a Notice of Opportunity for Hearing to Najwa Chaaban-Kassem, RPh, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

3. On or about June 29, 2026, Najwa Chaaban-Kassem, RPh, through counsel Daniel Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for December 9, 2026. This

matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Najwa Chaaban-Kassem, RPh neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 26, 2026; 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. Najwa Chaaban-Kassem, RPh agrees to pay to the Board a monetary penalty in the amount of $7,000. This fine will be attached to Najwa Chaaban-Kassem, RPh'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. Najwa Chaaban-Kassem, RPh 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. Najwa Chaaban-Kassem, RPh agrees she may not serve as a Responsible Person on a Terminal Distributor of Dangerous Drugs license issued by the Board, without prior approval of the Board.

6. Najwa Chaaban-Kassem, RPh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Najwa Chaaban-Kassem, RPh understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Najwa Chaaban-Kassem, RPh agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.

9. Najwa Chaaban-Kassem, RPh explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an

original, but all of which shall constitute one and the same instrument.

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

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0109 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0442**

Cleveland Clinic Mentor Hospital **License No. 02-32000389**
8300 Norton Parkway
Mentor, Ohio 44060

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Cleveland Clinic Mentor Hospital for the purpose of resolving all issues between the parties relating to the Board investigation of failure to timely report drug loss/diversion to the Board. Together, the Board and Cleveland Clinic Mentor Hospital 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. Cleveland Clinic Mentor Hospital, located at 8300 Norton Parkway, Mentor, Ohio 44060, has an active TDDD license with the Board under license number 02-32000389.

FACTS

1. The Board initiated an investigation of Cleveland Clinic Mentor Hospital, Terminal Distributor of Dangerous Drugs license number 02-32000389, related to Cleveland Clinic Mentor Hospital’s failure to timely report drug loss/diversion to the Board.

2. On or about February 9, 2026, the Board sent a Notice of Opportunity for Hearing to Cleveland Clinic Mentor Hospital, 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 March 9, 2026, Cleveland Clinic Mentor Hospital, through counsel Greg Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for August 3, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Cleveland Clinic Mentor Hospital neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 9, 2026; 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. Cleveland Clinic Mentor Hospital agrees to pay to the Board a monetary penalty the amount of $4,000. This fine will be attached to Cleveland Clinic Mentor Hospital's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, a representative must login to www.elicense.ohio.gov and process the items in the cart.

4. Cleveland Clinic Mentor Hospital 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 pharmacy compliance, reporting obligations, 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.

5. Cleveland Clinic Mentor Hospital 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. Cleveland Clinic Mentor Hospital 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 Cleveland Clinic Mentor Hospital 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 Cleveland Clinic Mentor Hospital by

the Board and will NOT discharge Cleveland Clinic Mentor Hospital from any obligation under the terms of this Agreement.

7. Cleveland Clinic Mentor Hospital agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Cleveland Clinic Mentor Hospital 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 Cleveland Clinic Mentor Hospital will operate.

10. Cleveland Clinic Mentor Hospital 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-2027-0110 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0268**

Archway Apothecary, LLC **License No. 02-2561550**
42766 Merchant St.
Ponchatoula, LA 70454

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Archway Apothecary, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of Archway Apothecary, LLC dispensing compounded drugs into Ohio without a Responsible Person. Together, the Board and Archway Apothecary, 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. Archway Apothecary, LLC, located at 42766 Merchant St, Ponchatolula, LA and formerly located at 2190 Manton Dr, Covington, LA, has an active TDDD license with the Board under license number 02-2561550, which lists Louis Wingerter as the Responsible Person.

FACTS

1. The Board initiated an investigation of Archway Apothecary, LLC, Terminal Distributor of Dangerous Drugs license number 02-2561550, related to Archway Apothecary, LLC dispensing compounded drugs into Ohio without a Responsible Person on the TDDD license.

2. On or about March 10, 2026, the Board sent a Notice of Opportunity for Hearing to Archway Apothecary, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about April 5, 2026, Archway Apothecary, LLC, through counsel Courtney Sullivan, timely requested an administrative hearing, which was subsequently scheduled for September 15, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Archway Apothecary, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2026; 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. Archway Apothecary, LLC agrees to pay to the Board a monetary penalty the amount of $2,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Archway Apothecary, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Archway Apothecary, 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 Archway Apothecary, 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 Archway Apothecary, LLC by the Board and will NOT discharge Archway Apothecary, LLC from any obligation under the terms of this Agreement.

6. Archway Apothecary, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Archway Apothecary, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Archway Apothecary, LLC will operate.

9. Archway Apothecary, 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.

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-2027-0111 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE No. A-2024-0506**

Davies Pharmacy, Inc. **License No. 02-0108200**
2915 W. Tuscarawas Street
Canton, Ohio 44708

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Davies Pharmacy, Inc. (Davies Pharmacy) for the purpose of resolving all issues between the parties relating to the Board investigation of sales of testosterone, a controlled substance, to an entity operating without a Board-issued license. Together, the Board and Davies 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, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Davies Pharmacy, located at 2915 W. Tuscarawas Street, Canton, Ohio has an active TDDD license with the Board under license number 02-0108200, which lists Steven Fettman, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of Davies Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0108200, related to Davies Pharmacy's sales of testosterone to an entity operating without a Board-issued license.

2. On or about April 1, 2026, the Board sent a Notice of Opportunity for Hearing to Davies 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.

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. Davies Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for

Hearing letter dated April 1, 2026; 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. Davies Pharmacy agrees to pay to the Board a monetary penalty the amount of $5,750.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Davies Pharmacy's TDDD license, number 02-0108200.

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

7. Davies 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. Davies 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 Davies Pharmacy will operate.

10. Davies Pharmacy 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-2027-0112 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0239**

Martin J. Farrell, RPh **License No. 03-441708**
308 Shelbourne Road
Havertown, PA 19083

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Martin Farrell, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of conduct that occurred while Martin Farrell was the PIC at a pharmacy in Pennsylvania and the subsequent consent agreement. Together, the Board and Martin Farrell 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. Martin Farrell, RPh is a licensed pharmacist in the State of Ohio under license number 03-441708 who was listed as the Responsible Person of Boothwyn Pharmacy, located at 221 Gale Lane, Kennett Square, Pennsylvania, from on or about October 27, 2023 to July 9, 2025.

FACTS

1. The Board initiated an investigation of Martin Farrell, pharmacist license number 03-441708, related to conduct that occurred while Martin Farrell was the PIC at a pharmacy in Pennsylvania and the subsequent consent agreement.

2. On or about March 26, 2026, the Board sent a Notice of Opportunity for Hearing to Martin Farrell, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

3. On or about April 3, 2026, Martin Farrell, through counsel Levi Tkach, timely requested an

administrative hearing, which was subsequently scheduled for September 16, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Martin Farrell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 26, 2026; 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. Martin Farrell agrees to pay to the Board a monetary penalty in the amount of $1,000. This fine will be attached to Martin Farrell'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. Martin Farrell 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. Martin Farrell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Martin Farrell understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Martin Farrell agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.

8. Martin Farrell explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0113 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0012**

Ariel Connelly, RPh **License No. 03-441394**
6803 Ackley Road
Cleveland, OH 44129

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Ariel Connelly, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of your failure to report a criminal conviction to the Board in a timely manner. Together, the Board and Ariel Connelly 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. Ariel Connelly is a licensed pharmacist in the state of Ohio under license number 03-441394.

FACTS

1. The Board initiated an investigation of Ariel Connelly, pharmacist license number 03-441394, related to your failure to report a criminal conviction to the Board in a timely manner.

2. On or about March 20, 2026, and April 3, 2026, the Board sent a Notice of Opportunity for Hearing to Ariel Connelly, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

3. On or about April 3, 2026, Ariel Connelly timely requested an administrative hearing, which was subsequently scheduled for September 15, 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. Ariel Connelly neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 20, 2026, and April 3, 2026; 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. Ariel Connelly agrees to pay to the Board a monetary penalty in the amount of $250. This fine will be attached to Ariel Connelly'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. Ariel Connelly must obtain three hours of approved continuing pharmacy education (0.3 CEUs) which may not also be used for license renewal. The 0.3 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

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

6. Ariel Connelly understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Ariel Connelly 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.

8. Ariel Connelly explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0114 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE No. A-2024-0194**

DDS Dental Supplies **License No. 01-30000669**
240 W Grand Ave
Montvale, NJ 07645

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and DDS Dental Supplies for the purpose of resolving all issues between the parties relating to the Board investigation of DDS Dental Supplies' sales of dangerous drugs while operating without a Board-issued license. Together, the Board and DDS Dental Supplies 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. DDS Dental Supplies is a licensed Wholesaler Distributor of Dangerous Drug under license number 0130000669.

FACTS

1. The Board initiated an investigation of DDS Dental Supplies, Wholesale Distributor of Dangerous Drugs license number 0130000669, related to DDS Dental Supplies' illegal sales of dangerous drugs while operating without a Board-issued license.

2. On or about April 29, 2026, the Board sent a Notice of Opportunity for Hearing to DDS Dental Supplies, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

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

2. DDS Dental Supplies neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 29, 2026; 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. DDS Dental Supplies agrees to pay to the Board a monetary penalty the amount of $12,000. 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. DDS Dental Supplies agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. DDS Dental Supplies agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by DDS Dental Supplies 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 DDS Dental Supplies by the Board and will NOT discharge DDS Dental Supplies from any obligation under the terms of this Agreement.

6. DDS Dental Supplies agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. DDS Dental Supplies understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom DDS Dental Supplies will operate.

9. DDS Dental Supplies explicitly waives its right to a hearing and an opportunity to be heard pursuant

to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

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-2027-0115 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0022**

Nancy Green-Knepper, RPh **License No. 03-228389**
5165 David Road
Delaware, Ohio 43015

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Nancy Green-Knepper, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Nancy Green-Knepper dispensing an adulterated drug. Together, the Board and Nancy Green-Knepper 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. Nancy Green-Knepper is a licensed pharmacist in the State of Ohio under license number 03-228389.

FACTS

1. The Board initiated an investigation of Nancy Green-Knepper, pharmacist license number 03-228389, related to Nancy Green-Knepper dispensing an adulterated drug.

2. On or about February 6, 2026, the Board sent a Notice of Opportunity for Hearing to Nancy Green-Knepper, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

3. On or about February 17, 2026, Nancy Green-Knepper, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for July 7, 2026 and continued to September 15, 2026. This matter was settled via this Agreement in lieu of hearing.

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

TERMS

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

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

2. Nancy Green-Knepper neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 6, 2026; 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. Nancy Green-Knepper agrees to pay to the Board a monetary penalty in the amount of $500. This fine will be attached to Nancy Green-Knepper'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. Nancy Green-Knepper 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. Nancy Green-Knepper agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Nancy Green-Knepper understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Nancy Green-Knepper 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.

8. Nancy Green-Knepper explicitly withdraws her request for a hearing, waives an opportunity to be

heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0116 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2023-0430**

Qualgen, LLC **License No. 01-2580900**
14844 Bristol Park Blvd.
Edmond, OK 73013

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Qualgen, LLC, for the purpose of resolving all issues between the parties relating to the Board's investigation of a Consent Decree that Qualgen entered into on December 9, 2022, in the United States District Court for the Western District of Oklahoma, along with shipments of adulterated compounded medications into Ohio that occurred prior to the effective date of the Consent Decree. The Board and Qualgen, LLC are referred to hereinafter as "the parties."

JURISDICTION

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

2. Qualgen, LLC, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2580900, which lists Tracy Anderson RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Qualgen, LLC, Wholesaler Distributor of Dangerous Drugs

License No. 01-2580900, related to Qualgen, LLC's related to the Board's investigation of a Consent Decree that Qualgen entered into on December 9, 2022, in the United States District Court for the Western District of Oklahoma, along with shipments of adulterated compounded medications into Ohio that occurred prior to the effective date of the Consent Decree.

2. On or about March 7, 2025, the Board sent a Notice of Opportunity for Hearing to Qualgen, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about March 24, 2025, Qualgen, LLC, through counsel Gregory Tapoci, timely requested an administrative hearing, which was originally scheduled for October 7, 2025. The administrative hearing was subsequently scheduled for September 15, 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. Qualgen, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 7, 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. Qualgen, LLC agrees to pay to the Board a monetary penalty in the amount of $25,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Qualgen's Responsible Person must obtain six hours of approved continuing pharmacy education (0.6 CEUs), which may not also be used for their 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. Qualgen's Responsible Person will attend the RP 101 Responsible Person Roundtable within six months from the effective date of this Agreement. Proof of completion must be submitted to legal@pharmacy.ohio.gov.

6. Qualgen, 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. Qualgen, LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Qualgen, 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 Qualgen, LLC by the Board and will NOT discharge Qualgen, LLC from any obligation under the terms of this Agreement.

8. Qualgen, 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. Qualgen, 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 Qualgen, LLC will operate.

11. Qualgen, LLC explicitly withdraws its request for hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0117 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0259**

Family Resource Center of Northwest Ohio, Inc. **Inactive License No. 02-62000067**
1101 N Vandemark Rd.

Sidney, OH 45365

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Family Resource Center of Northwest Ohio, Inc. (Family Resource Center) for the purpose of resolving all issues between the parties relating to the Board's inspections conducted at Family Resource Center prior to discontinuing business. Together, the Board and Family Resource Center 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. At the time of the conduct outlined in the Notice letter, Family Resource Center of Northwest Ohio, Inc., located at 1101 N Vandemark Rd., Sidney, OH, had an active TDDD license with the Board under license number 02-62000067, which listed Dr. Valerie Westhead as the Responsible Person. The TDDD filed a discontinuation of business form with the Board on August 14, 2024. It was processed August 19, 2024.

FACTS

1. The Board initiated an investigation of Family Resource Center, Terminal Distributor of Dangerous Drugs license number 02-62000067, related to the results of Board inspections conducted at Family Resource Center, prior to discontinuing business.

2. On or about March 3, 2026, the Board sent a Notice of Opportunity for Hearing to Family Resource Center, 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 March 31, 2026, Family Resource Center, through counsel Aaron Bensinger, timely requested an administrative hearing, which was subsequently scheduled for September 16, 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. Family Resource Center neither admits nor denies the allegations stated in the Notice of

Opportunity for Hearing letter dated March 3, 2026; 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. Family Resource Center agrees to pay to the Board a monetary penalty the amount of $5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Family Resource Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Family Resource Center 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 Family Resource Center 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 Family Resource Center by the Board and will NOT discharge Family Resource Center from any obligation under the terms of this Agreement.

6. Family Resource Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Family Resource Center understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Family Resource Center will operate.

9. Family Resource Center explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2027-0118 Mr. Huston moved to adjourn the September 2026 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Hubert and approved by the Board: Yes-5, No-0.

3:27 p.m. The Board Meeting Adjourned.

Date: 10/7/2026
Jason George, RPh, President

Date: 10/7/2026
Steven W. Schierholt, Executive Director