MINUTES OF THE OCTOBER 7, 2026 MEETING OF THE OHIO BOARD OF PHARMACY

Wednesday, October 7, 2026

9:03 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; Leonard Hubert, *Public Member*; Jeff Huston, RPh; and Tom Whiston, RPh.

Absent: Trina Buettner, RPh

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

R-2027-0121 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; Grimm-yes; Hubert-yes; Huston-yes; and Whiston-yes.

9:21 a.m. The Board returned to public session and President George announced that Ms. Buettner joined the meeting.

9:22 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 Youthful Aesthetics, Dover, Ohio.

9:34 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 Mohsin Naeem, RPh, Lake Worth, Florida.

9:41 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 Tiffani Hundley, RPh, Lima, Ohio.

R-2027-0122 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-6, No-0.

10:06 a.m. The deliberation ended and the hearing opened to the public.

R-2027-0123 Mr. Buchta moved that the Board dismiss the Notice of Opportunity for Hearing in the Matter of Tiffani Hundley, RPh, Lima, Ohio. The motion was seconded by Mr. Whiston and approved by the Board: Yes-6, No-0.

R-2027-0124 After votes were taken in public session, the Board adopted the following order in the Matter of Matter of Youthful Aesthetics, Dover, Ohio:

ORDER OF THE OHIO BOARD OF PHARMACY
Case Number A-2024-0501

In The Matter Of:

Youthful Aesthetics LLC
200 N. Wooster Ave.
Dover, OH 44622
License Nos. 02-60000305 & 02-60000313

INTRODUCTION

On December 23, 2025, the Ohio Board of Pharmacy ("Board") issued a Notice of Opportunity for Hearing to Youthful Aesthetics, LLC. The Notice was served on Respondent via email service on or about December 23, 2025, and January 7, 2026. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of service of the Notice. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on October 7, 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; Leonard Hubert, *Public Member*; Jeff Huston RPh; and Thomas Whiston, RPh.

Respondent was not present. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. William Difrangia, Board Agent

Respondent's Witnesses:

1. None.

State's Exhibits:

1. December 23, 2025 Notice of Opportunity for Hearing, Case No. A-2024-0501

2. January 7, 2026 Cover Letter sent to Youthful Aesthetics concerning Notice of Opportunity for Hearing
3. January 7, 2026 Service Confirmation RPOST
4. January 18, 2026 Waiver of Hearing and written statement of Marissa McCleary
5. July 2, 2024 Inspection Report, License 0260000313, Youthful Aesthetics Llc
6. July 2, 2024 Inspection Report, License 0260000305, Youthful Aesthetics Llc
7. October 8, 2024 Inspection Report, License 0260000305, Youthful Aesthetics Llc
8. October 14, 2025 Settlement with Brookville Pharmaceuticals, Case Nos. A-2025-0118 & A-2024-0502

Respondent's Exhibits:

A. None.

FINDINGS OF FACT

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

1. On or about July 2, 2024, a Board Compliance Specialist and Inspector conducted an inspection at Youthful Aesthetics LLC, located at 200 N. Wooster Ave., Dover, Ohio. The following issues were found:

    a. Labels for personally furnished drugs only listed name and directions for use.

    b. Facility personally furnished semaglutide, tirzepatide, and lidocaine/tetracaine cream. The dangerous drugs were being ordered under an employee's name and administered to patients other than for whom they were prescribed and/or dispensed.

    c. Facility administered initial doses of semaglutide and/or tirzepatide in office and sent syringes with the second dose home with the patient for use one week later. The syringe should only have a six-hour beyond use date (BUD).

    d. Registered Nurses had access to non-patient specific controlled substances.

    e. Prescription blanks were stored in locked file cabinet. All employees had access to cabinet and/or keys to cabinet.

    f. Drinks and condiments were observed being stored in medication refrigerator.

    g. A single-use vial was observed opened with a date of puncture.

2. On or about October 8, 2024, a Board Compliance Specialist and Board Agent conducted an inspection at Youthful Aesthetics LLC, located at 200 N. Wooster Ave., Dover, Ohio. The following issues were found:

    a. Compounded midazolam-ketamine-ondansetron oral troche that had expired on August 24,

2024, was observed. One dose had been administered on October 7, 2024.

b. Controlled substances were stored in a lockbox that could be easily removed from the office by staff.

c. Prescription blanks were stored in a lockbox that could be easily removed from the office by staff.

d. Single-dose vials were observed marked with the date opened.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of section 3715.52 of the ORC, prohibited acts. The following acts and causing them are prohibited:

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

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

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

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

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

3. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of Rule 4729:7-3-04(B)(7) of the OAC, Immediate-use compounded drug preparations are for administration only and shall not be personally furnished by a prescriber, as effective April 2, 2021.

4. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-19-02(A) of the OAC, Personally furnishing drugs, as effective March 1, 2020:

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

a. A prescriber who personally furnishes a dangerous drug, other than a sample drug pursuant to section 3719.81 of the Revised Code, shall affix to the container a label showing the name and address of the prescriber, OAC Rule 4729:5-19-02(A)(1); and/or

b. A prescriber who personally furnishes a dangerous drug, other than a sample drug pursuant to section 3719.81 of the Revised Code, shall affix to the container a label showing the name of the patient for whom the drug is intended, OAC Rule 4729:5-19-02(A)(2); and/or

c. A prescriber who personally furnishes a dangerous drug, other than a sample drug pursuant to section 3719.81 of the Revised Code, shall affix to the container a label showing the name and strength of the drug, OAC Rule 4729:5-19-02(A)(3); and/or

d. A prescriber who personally furnishes a dangerous drug, other than a sample drug pursuant to section 3719.81 of the Revised Code, shall affix to the container a label showing the date furnished, OAC Rule 4729:5-19-02(A)(5); and/or

e. A prescriber who personally furnishes a dangerous drug, other than a sample drug pursuant to section 3719.81 of the Revised Code, shall affix to the container a label showing the statement “Compounded Drug: or other similar statement shall also be displayed prominently on the label, OAC Rule 4729:5-19-02(A)(6).

5. Such conduct as set forth in Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-19-03 of the OAC, as effective February 4, 2021, Security, control and storage of dangerous drugs:

a. The security and control of dangerous drugs is the responsibility of the responsible person on the terminal distributor of dangerous drugs license and the terminal distributor of dangerous drugs, OAC Rule 4729:5-19-03(A); and/or

b. Except as provided in paragraphs (F) and (G) of this rule, controlled substance dangerous drugs shall be stored in a securely locked, substantially constructed cabinet or safe to deter and detect unauthorized access, OAC Rule 4729:5-19-03(B); and/or

c. Only a prescriber shall have access to uncompleted prescription blanks used for writing a prescription. Uncompleted prescription blanks shall be secured when not in use, OAC Rule 4729:5-19-03(D); and/or

d. All areas where dangerous drugs and devices are stored shall be dry, well-lit, well-ventilated, and maintained in a clean and orderly condition. Storage areas shall be maintained at temperatures and conditions which will ensure the integrity of the drugs prior to use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling. The TDDD shall develop and implement a policy that no food or beverage products are permitted to be stored in refrigerators or freezers used to store drugs, OAC Rule 4729:5-19-03(K)(3); and/or

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

6. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective April 25, 2022:

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

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

7. Such conduct as set forth in Allegations Section, if proven, constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, as effective March 31, 2021, TDDD license requirements:

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

    b. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section 4729.531 of the Revised Code, or a laboratory as defined in section 3719.01 of the Revised Code will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC 4729.55(B); and/or

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

8. Such conduct as set forth in Allegations Section, if proven, constitutes a violation of each of the following divisions of Section 4729.57(B) of the ORC, as effective April 4, 2023:

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

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

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

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

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

9. Such conduct as set forth in Allegations Section, if proven, each constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective April 25, 2022:

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

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

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

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

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

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

DECISION OF THE BOARD

Pursuant to Section 4729.55(E) of the Ohio Revised Code, the Board finds that Youthful Aesthetics LLC has violated sections of Chapter 4729. of the Ohio Revised Code and multiple rules of the board.

Further, pursuant to Section 4729.57 of the Ohio Revised Code, and after consideration of the record as a whole, the Ohio Board of Pharmacy adjudicates the matter of Youthful Aesthetics LLC as follows:

On the basis of the Findings of Fact and the Conclusions of Law, pursuant to 4729.57 of the Ohio Revised Code, the Ohio Board of Pharmacy imposes a monetary penalty in the amount of $500.00. This fine will be attached to the license record for Youthful Aesthetics LLC and must be paid no later than 180 days from the effective date of this Order. To pay this fine a representative of Youthful Aesthetics LLC must log in to www.elicense.ohio.gov and process the items in the cart. Youthful Aesthetics LLC's Responsible Person must obtain six hours of approved continuing pharmacy education (0.6 CEUs) in the subject matter of compounding and/or USP 797 compliance, which may not also be used for license renewal. Further, Youthful Aesthetic LLC's Responsible Person must attend a Responsible Person MedSpa Roundtable. These must all be completed within six (6) months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

Mr. Buchta, Sr. moved for the Findings of Fact; Mr. Huston seconded the motion. Motion passed (Yes-6/No-0).

Mr. Buchta, Sr. moved for the Conclusions of Law; Mr. Huston seconded the motion. Motion passed (Yes-6/No-0).

Mr. Buchta, Sr. moved for the Decision of the Board; Mr. Huston seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2027-0125 After votes were taken in public session, the Board adopted the following order in the Matter of Mohsin Naeem, RPh, Lake Worth, Florida:

ORDER OF THE OHIO BOARD OF PHARMACY
(Case Number A-2026-0128)

In The Matter Of:

Mohsin Naeem
7205 Damita Dr
Lake Worth, FL 33463
(License No. 03-329190)

INTRODUCTION

On April 28, 2026, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Mohsin Naeem (Respondent) via certified mail, return receipt requested, to Respondent's address. The USPS tracking card was returned and showed the Notice was received on May 11, 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 October 7, 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; Leonard Hubert, *Public Member;* and Thomas Whiston, RPh.

Mohsin Naeem was not present or represented by counsel. The State of Ohio was represented by Matthew Meyer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Dana Sutherland – Board Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. April 28, 2026 Notice of Opportunity for Hearing, Case No. A-2026-0128
2. May 11, 2026 Certified Mail for Mohsin Naeem, Inmate No. 56148-509, USPS Tracking Item No. 9414711899561937515454
3. May 11, 2026 USPS Tracking Report for Item No. 9414711899561937515454
4. August 19, 2022 Plea Agreement, USA v. Naeem, US Dist. Ct. S.D. Fla Case No. 22-CR-602023-AHS
5. January 13, 2023 Sentencing Judgment USA v. Naeem, US Dist. Ct. S.D. Fla Case No. 22-CR-602023-AHS
6. July 14, 2023 State of Florda Pharmacy Board Final Order Disciplinary Relinquishment of License Mohsin A. Naeem, Case No. 2023-07080
7. August 29, 2023 Texas State Board of Pharmacy Agreed Board Order #203-0362 revoking license of Mohsin Naeem
8. August 21, 2024 Maryland Board of Pharmacy Final Order of Revocation of Pharmacy License of Mohsin Naeem, Case No. 24-096
9. October 23, 2025 Michigan Board of Pharmacy Final Order, File No. 53-23-004153, revoking license of Mohsin Naeem

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 January 9, 2023, Mohsin Naeem pleaded guilty to conspiracy to pay health care kickback, in violation of 18 U.S.C. 371, in United States District Court, Southern District of Florida, Fort Lauderdale Division. He was sentenced to 33 months imprisonment, to run concurrently with Case No. 22-60203-CR, a forfeiture in the amount of $405,421.00, and other terms and conditions. *United States of America vs. Mohsin Naeem a/k/a "Moe,"* Case No. 21-CR-60186.

2. On or about January 9, 2023, Mohsin Naeem pleaded guilty to conspiracy to distribute and dispense a mixture and substance containing detectable amount of oxycodone, in violation of 21 U.S.C. 846, in United States District Court, Southern District of Florida, Fort Lauderdale Division. He was sentenced to 78 months imprisonment with 77 months to run concurrently with Case No. 21-60186-CR and 1 month to run consecutive to Case. No. 21-60186-CR and other terms and conditions. *United States of America vs. Mohsin Naeem a/k/a "Moe,"* Case No. 21-CR-60203.

3. On or about August 21, 2024, the State of Maryland Board of Pharmacy revoked Mr. Naeem's pharmacist license based on the convictions stated above.

4. On or about September 8, 2023, the Texas State Board of Pharmacy revoked Mr. Naeem's pharmacist license based on the convictions stated above.

5. On or about November 13, 2023, the Michigan Board of Pharmacy revoked Mr. Naeem's pharmacist license based on the convictions stated above.

6. On or about July 13, 2023, Mr. Naeem executed a surrender of his pharmacist license with the Florida Board of Pharmacy after a license suspension was issued on March 10, 2023.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of October 9, 2021 and 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 Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022, each violation punishable by a maximum penalty of $500:

    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 the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction:

i. A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:1-4-01(B)(2)(m)(i); and

ii. A disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing, compounding, supplying or selling a controlled substance or other dangerous drug, OAC Rule 4729:1-4-01(B)(2)(m)(ii).

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 Mohsin Naeem'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 Mohsin Naeem's license to practice pharmacy in the State of Ohio, license no. 03-329190.

Mr. Huston moved for Findings of Fact; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Conclusions of Law; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Action of the Board; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

10:11 a.m. The Board took a brief recess.

10:19 a.m. The Board returned to public session.

10:20 a.m. Ms. DeFiore-Hyrmer provided the OARRS Report.

10:25 a.m. Mr. Griffin provided the Compliance and Enforcement Report.

10:31 a.m. Ms. Southard provided the Licensing Report.

10:35 a.m. Ms. Southard presented a technician training waiver request from Karen Stegall – Beavercreek, OH (APP-001123942).

R-2027-0126 Mr. Huston moved that the Board grant the request of Karen Stegall – Beavercreek, OH (APP-001123942). The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

10:38 a.m. Ms. Southard presented the Non-Pharmacy Internship Credit Request from Jhansi Chandra Ellakula – Cincinnati, OH (061000140) to the Board for consideration.

R-2027-0127 Mr. Grimm moved that the Board approve the request of Jhansi Chandra Ellakula – Cincinnati, OH (061000140). The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0.

10:41 a.m. Ms. Southard presented the Reciprocity/FPGEC Waiver Request from Danial Ayaz – Manchester, CT to the Board for consideration.

R-2027-0128 Mr. Grimm moved that the Board grant the request of Danial Ayaz – Manchester, CT. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

10:45 a.m. Mr. McNamee provided the Legislative Report and announced that there were no new updates for 4729:9-1-01.2 – Mitragynine.

10:48 a.m. Mr. McNamee presented rule *4729:5-5-22 | Return to stock in an outpatient pharmacy (AMEND)* to the Board for approval.

R-2027-0129 Mr. Whiston moved that the Board approve rule *4729:5-5-22 | Return to stock in an outpatient pharmacy (AMEND)* for filing with JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

10:48 a.m. Mr. McNamee presented the CSI comments for *Emergency Medical Services (OAC 4729:5-14)* and asked the Board for a motion to file with JCARR.

R-2027-0130 Mr. Huston moved that the Board approve the Emergency Medical Services (OAC 4729:5-14) rule package for filing with JCARR. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

10:51 a.m. Mr. Schierholt provided the Executive Director Report.

R-2027-0131 Mr. Grimm moved that the September 14, 2026, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

R-2027-0132 Mr. Grimm moved that the September 14, 2026, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

R-2027-0133 Mr. Grimm moved that the September 28, 2026, Special Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

R-2027-0134 Mr. George announced the following Settlement Agreement has been signed by all

parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0315**

FARMAKEIO dba FarmaKeio **License No. 02-2798550**
1736 North Greenville Ave.
Richardson, TX 75081

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and FarmaKeio for the purpose of resolving all issues between the parties relating to the Board investigation of FarmaKeio's dispensing of unapproved compounded drugs to Ohio patients from August 21, 2023 to July 14, 2026. Together, the Board and FarmaKeio 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. FarmaKeio is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2798550.

FACTS

1. The Board initiated an investigation of FarmaKeio, Terminal Distributor of Dangerous Drugs license number 02-2798550, related to FarmaKeio's dispensing of unapproved compounded drugs to Ohio patients from August 21, 2023 to July 14, 2026.

2. On or about September 8, 2026, the Board sent a Summary Suspension/ Notice of Opportunity for Hearing to FarmaKeio, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about September 11, 2026, Albert Lin, Esq., of Baker & Hostetler LLP, entered an appearance as Ohio legal counsel for FarmaKeio.

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

TERMS

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

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

2. FarmaKeio neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 8, 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. The Board will lift the summary suspension imposed on FarmaKeio's TDDD license number 02-2798550 and reinstate the license immediately upon the effective date of this Agreement.

4. FarmaKeio agrees to pay to the Board a monetary penalty the amount of $95,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.

5. FarmaKeio agrees that the Responsible Person will attend and successfully complete the Board sponsored Responsible Person 101 presentation (one hour). The continuing education must be completed within 180 days from the effective date of this Agreement. Documentation of completion must be e-mailed to legal@pharmacy.ohio.gov.

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

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

9. FarmaKeio understands that it is 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 FarmaKeio will operate.

11. FarmaKeio 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.

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-2027-0135 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0409**

IHC Pharmacy **License No. 02-1756050**
8101 Miller Farm Lane
Dayton, Ohio 45458

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and IHC Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of violations discovered during Board Compounding and Outpatient inspections conducted in 2022 and 2024 and the subsequent responses. Together, the Board and IHC 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. IHC Pharmacy, located at 1379 Shaker Run Blvd., Lebanon, Ohio, has an active TDDD license with the Board under license number 02-1756050, which lists Jenna Wickersham, RPh as the Responsible Person. During the time of the conduct outlined below, Jeff Hogrefe, RPh was the Responsible Person for the TDDD license.

FACTS

1. The Board initiated an investigation of IHC Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1756050, related to IHC Pharmacy’s violations discovered during Board Compounding and Outpatient inspections conducted in 2022 and 2024 and the subsequent

responses.

2. On or about April 7, 2026, the Board sent a Notice of Opportunity for Hearing to IHC 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 April 16, 2026, IHC Pharmacy, through counsel Doug Graff, timely requested an administrative hearing, which was subsequently scheduled for September 14, 2026. This matter was settled via this Agreement prior to hearing.

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

TERMS

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

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

2. IHC Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 7, 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. IHC Pharmacy agrees to pay to the Board a monetary penalty the amount of $2,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Jenna Wickersham, RPh, the Responsible Person on the TDDD license, must complete the Board sponsored 2026 Responsible Person 101, which may not also be used for license renewal. The CEUs must be completed within 180 days from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

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

7. IHC 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. IHC 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 IHC Pharmacy will operate.

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

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

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

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

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

R-2027-0136 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0410**

Jeff Hogrefe, RPh **License No. 03-316912**
PO Box I
Ilwaco, WA 98624

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jeff Hogrefe, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of violations discovered during Board Compounding and Outpatient inspections

conducted in 2022 and 2024 and the subsequent responses. Together, the Board and Jeff Hogrefe, 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. Jeff Hogrefe is a licensed pharmacist in the State of Ohio under license number 03-316912, who was listed as the Responsible Person of IHC Pharmacy, located at 8101 Miller Farm Road, Dayton, Ohio, during the time of the conduct outlined in Notice Letter.

FACTS

1. The Board initiated an investigation of Jeff Hogrefe, RPh, pharmacist license number 03-316912, and IHC Pharmacy, related to violations discovered during Board Compounding and Outpatient inspections conducted in 2022 and 2024 and the subsequent responses.

2. On or about April 7, 2026, the Board sent a Notice of Opportunity for Hearing to Jeff Hogrefe, RPh, 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 16, 2026, Jeff Hogrefe, RPh, through counsel Doug Graff, timely requested an administrative hearing, which was subsequently scheduled for September 14, 2026. This matter was settled via this Agreement prior to hearing.

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

TERMS

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

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

2. Jeff Hogrefe, RPh neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 7, 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. Jeff Hogrefe, RPh agrees to pay to the Board a monetary penalty in the amount of $8,000. This fine will be attached to Jeff Hogrefe, 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. Jeff Hogrefe, RPh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

5. Jeff Hogrefe, RPh understands that he has the right to be represented by counsel for review and execution of this agreement.

6. Jeff Hogrefe, 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.

7. Jeff Hogrefe, RPh 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.

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

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

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

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

R-2027-0137 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0023**

Eric Thompson **License No. 03-227900**
9226 Meadow Landing Ct.
Sylvania, OH 43560

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Eric Thompson, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of minimum standards and drug security at The Toledo Clinic Pharmacy. Eric Thompson

was the responsible person at The Toledo Clinic Pharmacy. Together, the Board and Eric Thompson 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. Eric Thompson is a licensed pharmacist in the state of Ohio under license number 03-227900.

3. Eric Thompson was the Responsible Person at The Toledo Clinic Pharmacy, located at 4235 Secor Road, Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Eric Thompson, pharmacist license number 03-227900, and The Toledo Clinic Pharmacy, related to minimum standards and drug security at The Toledo Clinic Pharmacy. Eric Thompson was the responsible person at The Toledo Clinic Pharmacy.

2. On or about May 19, 2026, the Board sent a Notice of Opportunity for Hearing to Eric Thompson, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

3. On or about June 15, 2026, Eric Thompson, through counsel Morgan Masters, timely requested an administrative hearing, which was subsequently scheduled for November 3, 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. Eric Thompson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 19, 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. Eric Thompson agrees to pay to the Board a monetary penalty in the amount of $2,500. This fine will be attached to Eric Thompson'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. Eric Thompson must obtain eight hours of approved continuing pharmacy education (0.8 CEUs) which may not also be used for license renewal. Four hours (0.4 CEUs) are to be in pharmacy jurisprudence training and four hours (0.4 CEUs) are to be in medication safety training. The 0.8 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. Eric Thompson must obtain eight hours of approved continuing pharmacy education (0.8 CEUs) which may not also be used for license renewal. Eight hours (0.8 CEUs) are to be in Responsible Pharmacist training. The 0.8 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.

6. Eric Thompson may not be a responsible pharmacist for four years from the date of this order.

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

8. Eric Thompson understands that he has the right to be represented by counsel for review and execution of this agreement.

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

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

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

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

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

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

R-2027-0138 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **Case No. A-2025-0077**

University of Cincinnati, **License No. 02-0657450**
On behalf of its Blue Ash College Dental Hygiene Program
9555 Plainfield Rd.
Blue Ash, OH 45236-1096

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and University of Cincinnati, on behalf of its Blue Ash College Dental Hygiene Program ("University of Cincinnati") for the purpose of resolving all issues between the parties relating to the Board investigation of University of Cincinnati's illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and University of Cincinnati 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. University of Cincinnati holds a Terminal Distributor of Dangerous Drugs under license number 02-0657450.

FACTS

1. The Board initiated an investigation of University of Cincinnati, Terminal Distributor of Dangerous Drugs license number 02-0657450, related to University of Cincinnati's illegal purchases of dangerous drugs while operating without a Board-issued license.

2. On or about March 17, 2026, the Board sent a Notice of Opportunity for Hearing to University of Cincinnati, 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. A request for an administrative hearing was not received by the Board.

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. University of Cincinnati neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 17, 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. University of Cincinnati agrees to pay to the Board a monetary penalty the amount of $7,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the TDDD's current Responsible Person.

4. University of Cincinnati agrees that (1) the TDDD's responsible person/supervising dentist, the program director, and the lab manager will attend and successfully complete the Board-sponsored Responsible Person 101 and Law Review courses, and (2) the TDDD's responsible person/supervising dentist will attend and successfully complete the Board-sponsored Prescriber Clinics/Med Spas course. The continuing education must be completed within six months from the effective date of this Agreement. Certificates of completed courses must be e-mailed to legal@pharmacy.ohio.gov.

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

7. University of Cincinnati agrees to pay reasonable costs associated with the collection of any payment and of the prosecution of any violation of this Agreement, with such amount to be capped at the amount of the fine plus 10% during the current biennium ending June 30, 2027.

8. University of Cincinnati 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 University of Cincinnati will operate.

10. University of Cincinnati explicitly waives its right to a hearing and an opportunity to be heard

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

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

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

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

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

R-2027-0139 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0354**

Dan'neasha Ellerson, RPh **License No. 03-233689**
471 Morrison Rd STE-K
Gahanna, OH 43230

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Dan'neasha Ellerson, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Dan'neasha Ellerson leaving the pharmacy without a pharmacist present, when she was the only pharmacist working. Together, the Board and Dan'neasha Ellerson 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. Dan'neasha Ellerson is a licensed pharmacist in the State of Ohio under license number 03-233689, who is listed as the Responsible Person of Health Journey Pharmacy, located at 471 Morison Road, Suite K, Gahanna, Ohio.

FACTS

1. The Board initiated an investigation of Dan'neasha Ellerson, pharmacist license number 03-233689, related to leaving the pharmacy unsupervised by a pharmacist, when she was the only pharmacist on working.

2. On or about April 15, 2026, the Board sent a Notice of Opportunity for Hearing to Dan'neasha Ellerson, 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 May 8, 2026, Dan'neasha Ellerson, through counsel Greg Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for November 4, 2026.

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

TERMS

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

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

2. Dan'neasha Ellerson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 15, 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. Dan'neasha Ellerson agrees to pay to the Board a monetary penalty in the amount of $500. This fine will be attached to Dan'neasha Ellerson'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. Dan'neasha Ellerson must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal and the Board-sponsored Responsible Person 101 Course. The 0.6 CEUs and Responsible Person 101 Course 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. Dan'neasha Ellerson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Dan'neasha Ellerson understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Dan'neasha Ellerson 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. Dan'neasha Ellerson 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-2027-0140 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2025-0407**

Angela Howell, RPh **License No. 03-122381**
411 Brownstone Drive
Englewood, Ohio 45322

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Angela Howell , RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of accessing the OARRS database without a legitimate reason to do so and in violation of OARRS policy. Together, the Board and Angela Howell 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. Angela Howell is a licensed pharmacist in the State of Ohio under license number 03-122381.

FACTS

1. The Board initiated an investigation of Angela Howell, pharmacist license number 03-122381, related to accessing the OARRS database without a legitimate reason to do so and in violation of OARRS policy.

2. On or about May 28, 2026, the Board sent a Notice of Opportunity for Hearing to Angela Howell, 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 5, 2026, Angela Howell , through counsel Greg Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for November 4, 2026.

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

TERMS

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

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

2. Angela Howell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 28, 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. Angela Howell agrees to pay to the Board a monetary penalty in the amount of $2,000. This fine will be attached to Angela Howell '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. Angela Howell must obtain fifteen hours of approved continuing pharmacy education (1.5 CEUs) which may not also be used for license renewal and the Responsible Person 101 Course. The 1.5 CEUs and Responsible Person 101 Course 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. Angela Howell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

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

7. Angela Howell 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. Angela Howell 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-2027-0141 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2020-0566**

Raymond Poorbaugh **License No. 03-323965**
950 W. Summit Street
Alliance, Ohio 44601

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Raymond Poorbaugh, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of errors in dispensings. Together, the Board and Raymond Poorbaugh 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. Raymond Poorbaugh is a licensed pharmacist in the State of Ohio under license number 03-323965. who is listed as the Responsible Person and owner of Gromoll Drug Store, located at 227 N. 15th Street, Sebring, Ohio.

FACTS

1. The Board initiated an investigation of Raymond Poorbaugh, pharmacist license number 03-323965, related to errors in dispensings.

2. On or about July 13, 2026, the Board sent a Notice of Opportunity for Hearing to Raymond Poorbaugh, 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 July 30, 3036, Raymond Poorbaugh timely requested an administrative hearing, which was subsequently scheduled for February 1, 2027. 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. Raymond Poorbaugh neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 13, 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. Raymond Poorbaugh agrees to pay to the Board a monetary penalty in the amount of $500. This fine will be attached to Raymond Poorbaugh'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. Raymond Poorbaugh must obtain four hours of approved continuing pharmacy education (0.4 CEUs) which may not also be used for license renewal. The 0.4 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. Raymond Poorbaugh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

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

7. Raymond Poorbaugh 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. Raymond Poorbaugh 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-2027-0142 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **Case No. A-2026-0074**

C & R Pharmacy **License No. 02-1345250**
204 N. Detroit Street
West Liberty, OH 43357

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and C & R Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board and drug security issues. Together, the Board and C & R 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. C & R Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1345250.

FACTS

1. The Board initiated an investigation of C & R Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1345250, related to C & R Pharmacy allowing employees to perform duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board and drug security issues.

2. On or about May 12, 2026, the Board sent a Notice of Opportunity for Hearing to C & R 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 4, 2026, C & R Pharmacy, through counsel Daniel S. Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for December 9, 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. C & R Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 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. C & R Pharmacy agrees to pay to the Board a monetary penalty the amount of $3,000. 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. C & R 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.

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

6. C & R Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. C & R Pharmacy 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 C & R Pharmacy will operate.

9. C & R 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.

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-2027-0143 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0075**

Nancy Schultz, RPh **License No. 03-118834**
2309 Twp. Road 190 East
Bellefontaine, OH 43311

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Nancy Schultz, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing duties of a pharmacy technician without obtaining and/or

maintaining appropriate registration with the Board and drug security issues. Together, the Board and Nancy Schultz 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 Schultz is a licensed pharmacist in the state of Ohio under license number 03-118834.

3. Nancy Schultz is the Responsible Person of C & R Pharmacy, located at 204 N. Detroit Street, West Liberty, Ohio.

FACTS

1. The Board initiated an investigation of Nancy Schultz, pharmacist license number 03-118834, and C & R Pharmacy, related to employees performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board and drug security issues.

2. On or about May 12, 2026, the Board sent a Notice of Opportunity for Hearing to Nancy Schultz, 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 4, 2026, Nancy Schultz, through counsel Daniel S. Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for December 9, 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. Nancy Schultz neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Nancy Schultz agrees to pay to the Board a monetary penalty in the amount of $1,000. This fine will be attached to Nancy Schultz’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 Schultz 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 Schultz must also attend the Board's Responsible Person 101 Roundtable discussion. The Responsible Person 101 Roundtable must be completed within six months from the effective date of this Agreement. A copy of the certificate of completion must be e-mailed to legal@pharmacy.ohio.gov.

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

7. Nancy Schultz understands that she has the right to be represented by counsel for review and execution of this agreement.

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

9. Nancy Schultz 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-2027-0144 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2026-0082**

Ryan Lehman, CPhT **License No. 09-317637**
1174 Charles St.
Logan, OH 43138

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Ryan Lehman, CPhT for the purpose of resolving all issues between the parties relating to the Board investigation performing pharmacist tasks and unauthorized use of a Parata Max automated medication dispensing machine. Together, the Board and Ryan Lehman are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.

2. Ryan Lehman is a certified pharmacy technician in the state of Ohio under registration number 09-317637.

FACTS

1. The Board initiated an investigation of Ryan Lehman, certified pharmacy technician registration number 09-317637, related to Ryan Lehman's performance of pharmacist tasks and unauthorized use of a Parata Max automated medication dispensing machine.

2. On or about August 4, 2026, the Board sent a Notice of Opportunity for Hearing to Ryan Lehman which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Ryan Lehman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 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. Ryan Lehman agrees to pay to the Board the amount of amount of $250, payable in five increments of $50 each. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. Ryan Lehman must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. 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. Ryan Lehman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

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

7. Ryan Lehman 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 or registration, including the Board on renewal applications or applications for a new license.

8. Ryan Lehman 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-2027-0145 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **Case No. A-2025-0379**

Drip IV Hydration and Aesthetics **License No. 02-62000968**
4405 Talmadge Rd., Ste. 2
Toledo, OH 43623

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Drip IV Hydration and Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of Drip IV Hydration and Aesthetics' personally furnishing, drug storage and security, drug compounding, and recordkeeping violations. Together, the Board and Drip IV Hydration and Aesthetics are referred to hereinafter as "the parties."

JURISDICTION

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

2. Drip IV Hydration and Aesthetics is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62000968.

FACTS

1. The Board initiated an investigation of Drip IV Hydration and Aesthetics, Terminal Distributor of Dangerous Drugs license number 02-64000437, related to Drip IV Hydration and Aesthetics' personally furnishing, drug storage and security, drug compounding, and recordkeeping violations.

2. On or about May 7, 2026, the Board sent a Notice of Opportunity for Hearing to Drip IV Hydration and Aesthetics, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about June 17, 2026, Drip IV Hydration and Aesthetics, through owner Diamond Turner, RN, timely requested an administrative hearing, which was subsequently scheduled for November 2, 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. Drip IV Hydration and Aesthetics neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 7, 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. Drip IV Hydration and Aesthetics agrees to pay to the Board a monetary penalty the amount of $10,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.

4. Drip IV Hydration and Aesthetics agrees that (1) both the clinic owner and the Responsible Person will attend and successfully complete the Board sponsored Responsible Person Prescriber Clinics/Med Spas presentation (one hour), or provide proof of prior attendance; and (2) the Responsible Person will attend and successfully complete the Board sponsored Responsible Person 101 presentation (one hour), or provide proof of prior attendance. The continuing education must be completed within six months from the effective date of this Agreement. Documentation of completed courses must be e-mailed to legal@pharmacy.ohio.gov.

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

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

7. Drip IV Hydration and Aesthetics agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Drip IV Hydration and Aesthetics understands that it has the right to be represented by counsel for review and execution of this agreement.

9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Drip IV Hydration and Aesthetics will operate.

10. Drip IV Hydration and Aesthetics explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and

waives any right to an appeal.

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

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

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

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

R-2027-0146 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2021-0369**

Michele Hacker **SURRENDERED License No. 03-216483**
5272 Stallion Court
Liberty Township, Ohio

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Michele Hacker, RPh, for the purpose of resolving all issues between the parties relating to Michele Hacker's January 18, 2022 Board Order and retirement from the profession of pharmacy. Together, the Board and Michele Hacker 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. Michele Hacker is a licensed pharmacist in the state of Ohio under license number 03-216483.

FACTS

1. On January 18, 2022, the Board issued a Board Order to Michele Hacker, Ohio-licensed pharmacist, license number 03-216483, reinstating Michele Hacker's license with certain terms and conditions

to apply during a five-year probationary period. The terms included signing a contract with a Board-approved treatment monitor for a period of not less than five years.

2. Michele Hacker signed a contract with treatment monitor Ohio PRO in order to comply with the terms of the January 18, 2022 Board Order. Ms. Hacker has remained in compliance with the terms of her Board Order, including the terms of her contract with Ohio PRO.

3. On or about September 14, 2026, Michele Hacker submitted a request to the Board's Probation Committee to surrender her license to practice pharmacy as a pharmacist in Ohio and terminate the terms of her Board Order early. This Agreement was reached by parties to allow an early termination of the terms of her Board Order upon her retirement from the practice of pharmacy.

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. MICHELE HACKER VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY, PHARMACIST LICENSE NO. 03-216483.

3. The Board agrees to accept Michele Hacker's voluntary surrender and acknowledges that at the time of surrender, Michele Hacker's license is in good standing, pursuant to OAC Rule 4729:1-2-10.

4. Michele Hacker agrees that should Michele Hacker apply for licensure or registration over which the Board has jurisdiction in the future, this Agreement, and the January 18, 2022 Board Order, may be considered when determining whether to issue a license or registration. Specifically, Michele Hacker agrees that, at a minimum, she must complete the terms of the January 18, 2022 Board Order and any other terms and conditions the Board determines appropriate, upon application for licensure with the Board.

5. Michele Hacker understands that he has the right to be represented by counsel for review and execution of this agreement.

6. 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.

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

8. 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.

9. 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-2027-0147 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **CASE NO. A-2024-0508**

Excels Pharmacy, LLC **License No. 02-32000135**
2800 Salem Ave
Dayton, OH 45406

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Excels Pharmacy, LLC for the purpose of resolving all issues between the parties relating to an October 2024 Board Inspection and the subsequent results, including the transferring, pick-up, and re-dispensing of prescriptions. Together, the Board and Excels Pharmacy, LLC are referred to hereinafter as “the parties.”

JURISDICTION

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

2. Excels Pharmacy, LLC, located at 2800 Salem Ave Dayton, OH 45406, has an active TDDD license with the Board under license number 02-32000135, which lists Obimba B. Isaac-Ebiringa, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Excels Pharmacy, LLC, Terminal Distributor of Dangerous Drugs license number 02-32000135, related to Excels Pharmacy, LLC’s October 2024 Board Inspection 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 Excels Pharmacy, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Excels Pharmacy, LLC 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. Excels Pharmacy, LLC agrees to pay to the Board a monetary penalty the amount of $1,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Excels Pharmacy, LLC's TDDD license, number 02-32000135.

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

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

7. Excels Pharmacy, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Excels Pharmacy, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.

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

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

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

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

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

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

R-2027-0148 Mr. George announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF: **Case No. A-2026-0326**

Daniel Bond, RPh **License No. 03-125984**
1202 16th Street
Vienna, WV 26105

SURRENDER AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Surrender Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Daniel Bond, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of discipline taken by the West Virginia Board of Pharmacy. Together, the Board and Daniel Bond 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 registration issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.

2. Daniel Bond is a licensed pharmacist in the state of Ohio under license number 03-125984.

FACTS

1. The Board initiated an investigation of Daniel Bond, pharmacist license number 03-125984, based

on a notification that Daniel Bond had entered into a Consent Agreement and Order with the West Virginia Board of Pharmacy.

2. On or about September 2, 2026, Daniel Bond – through counsel - informed a Board agent that he wanted to surrender his Ohio pharmacist license.

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

TERMS

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

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

2. **Daniel Bond permanently and voluntarily surrenders to the Ohio Board of Pharmacy his license as a pharmacist, license number 03-125984, with discipline pending.**

3. **The Board agrees not to take any further disciplinary action or institute additional administrative proceedings against Daniel Bond's license.**

4. **Daniel Bond agrees never to reapply for any license or registration over which the Board has jurisdiction, including those set forth in Chapters 3719, 4729 or 4752 of the Revised Code.**

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

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

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

8. Daniel Bond 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-2027-0149 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: Buettner-yes; Buchta-yes; Grimm-yes; Hubert-yes; Huston-yes; and Whiston-yes.

11:16 a.m. The Board returned to public session.

R-2027-0150 Mr. Hubert moved to adjourn the October 2026 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

11:16 a.m. The Board Meeting Adjourned.

Jason George, RPh, President Date: 11/3/2026

Steven W. Schierholt, Executive Director Date: 11/3/2026