



OHIO STATE BOARD OF PHARMACY

77 South High Street, Room 1702; Columbus, Ohio 43215-6126

-Equal Opportunity Employer and Service Provider-

PHONE: 614/466-4143 FAX: 614/752-4836 E-MAIL: exec@bop.ohio.gov
TTY/TDD: Use the Ohio Relay Service: 1-800/750-0750 URL: <http://www.pharmacy.ohio.gov/>

IN THE MATTER OF:

CASE NO. 2014-1602

Healthwarehouse.com
c/o Jennifer Trenkamp, R.Ph.
7107 Industrial Road
Florence, KY 41042

TDDD License No. 02-1835150

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Healthwarehouse.com, for the purpose of resolving all issues between the parties relating to the OSBP investigation of illegal drug sales to Angel's Rest Animal Sanctuary. Together, OSBP and Healthwarehouse.com 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Healthwarehouse.com is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1835150.

FACTS

1. On or about June 10, 2014, the OSBP initiated an investigation of Healthwarehouse.com, Terminal Distributor of Dangerous Drugs license number 02-1835150, related to Healthwarehouse.com's illegal drug sales to Angel's Rest Animal Sanctuary.
2. On or about November 19, 2014, the OSBP sent a Notice of Opportunity for Hearing to Healthwarehouse.com, which outlined the allegations and provided notice of right to a hearing, rights in such hearing, and right to submit contentions in writing.
3. On or about December 17, 2014, Healthwarehouse.com timely requested an administrative hearing, which was subsequently scheduled for August 4, 2015.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial 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. Healthwarehouse.com neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 19, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Healthwarehouse.com agrees to pay to the OSBP the amount of \$2,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Healthwarehouse.com and Jennifer Trenkamp, or any subsequent Responsible Person, agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Healthwarehouse.com currently holds a professional license, including the OSBP on renewal applications or applications for a new license.
5. Healthwarehouse.com 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 Healthwarehouse.com 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 Healthwarehouse.com by the OSBP and will NOT discharge Healthwarehouse.com from any obligation under the terms of this Agreement.
6. Healthwarehouse.com agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Healthwarehouse.com 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 Healthwarehouse.com will operate.

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. This Agreement shall become effective upon the date of the Board President's signature below.

IN WITNESS WHEREOF, the parties to this Agreement have executed it and/or cause it to be executed by their duly authorized representatives.

Approved by:

Jennifer Trenkamp
Jennifer Trenkamp, Respondent
Healthwarehouse.com

4/28/15
Date of Signature

Ralph E. Breitfeller
Ralph E. Breitfeller, Attorney for Respondent

4/30/15
Date of Signature

Michael A. Moné
Michael A. Moné, RPh., President,
Ohio State Board of Pharmacy

5/4/2015
Date of Signature

Charissa D. Payer
Charissa D. Payer, Ohio Assistant Attorney General

5/6/15
Date of Signature