

**SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY**  
(Docket No. D-030109-051)

In The Matter Of:

**ANDREW DUANE GODDARD, R.Ph.**  
736 Redwood Avenue  
Canal Fulton, Ohio 44614  
(R.Ph. No. 03-1-22391)

This Settlement Agreement is entered into by and between Andrew Duane Goddard and the Ohio State Board of Pharmacy, a state agency charged with enforcing the Pharmacy Practice Act and Dangerous Drug Distribution Act, Chapter 4729. of the Ohio Revised Code.

Andrew Duane Goddard voluntarily enters into this Agreement being fully informed of his rights afforded under Chapter 119. of the Ohio Revised Code, including the right to representation by counsel, the right to a formal adjudication hearing on the issues contained herein, and the right to appeal. Andrew Duane Goddard acknowledges that by entering into this agreement he has waived his rights under Chapter 119. of the Revised Code.

Whereas, the Board is empowered by Section 4729.16 of the Ohio Revised Code to suspend, revoke, place on probation, refuse to grant or renew an identification card or enforce a monetary penalty on the license holder for violation of any of the enumerated grounds therein.

Whereas, Andrew Duane Goddard is licensed to practice pharmacy in the State of Ohio.

Whereas, on or about January 9, 2003, and again on October 6, 2003, pursuant to Chapter 119. of the Ohio Revised Code, Andrew Duane Goddard was notified of the allegations or charges against him, his right to a hearing, his rights in such hearing, and his right to submit contentions in writing. Andrew Duane Goddard requested a hearing; it was scheduled and continued. The January 9, 2003, Notice of Opportunity for Hearing and the October 6, 2003 Addendum Notice contain the following allegations or charges:

(1) Records of the Board of Pharmacy indicate that Andrew Duane Goddard was originally licensed in the State of Ohio on July 16, 1997, pursuant to examination, and is currently licensed to practice pharmacy in the State of Ohio.

(2) [Redacted]

(3) [Redacted]

(4) [REDACTED]

(5) [REDACTED]

Andrew Duane Goddard neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 9, 2003 and Addendum Notice dated October 6, 2003; however, the Board has evidence sufficient to sustain the allegations and hereby adjudicates the same.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of a formal hearing at this time, Andrew Duane Goddard knowingly and voluntarily agrees with the State Board of Pharmacy to the following:

(A) Pursuant to Sections 4729.16 and 4729.25(B), Andrew Duane Goddard is hereby reprimanded for the aforementioned violations of rules and/or laws.

(B) Andrew Duane Goddard’s pharmacist identification card, No. 03-1-22391, will be placed on probation for three (3) years, effective from the date of this Agreement. The terms of probation are as follows:

- (1) The State Board of pharmacy hereby declares that Andrew Duane Goddard’s pharmacist identification card is not in good standing.
- (2) Andrew Duane Goddard must not violate the drug laws of the State of Ohio, any other state, or the federal government.
- (3) Andrew Duane Goddard must abide by the rules of the Ohio State Board of Pharmacy.
- (4) Andrew Duane Goddard must comply with the terms of this Agreement.

(C) Andrew Duane Goddard must write a letter of apology to the pharmacy employees affected by Andrew Duane Goddard’s misconduct; providing copy of same to the Board office.

(D) Andrew Duane Goddard agrees to the imposition of a monetary penalty of one thousand dollars (\$1,000.00) due and owing within thirty days from the effective date of this Agreement. Checks should be made payable to the “Treasurer, State of Ohio “ and mailed with the enclosed forms to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

If, in the judgment of the Board, Andrew Duane Goddard appears to have violated or breached any terms or conditions of this Agreement, the Ohio State Board of Pharmacy reserves the right to, at any time, revoke probation, modify the conditions of probation, and reduce or extend the period of probation, and/or the Board may institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violation of the laws of Ohio occurring before the effective date of this Agreement.

Andrew Duane Goddard acknowledges that he has had an opportunity to ask questions concerning the terms of this agreement and that all questions asked have been answered in a satisfactory manner. Any action initiated by the Board based on alleged violation of this Agreement shall comply with the Administrative Procedure Act, Chapter 119. of the Ohio Revised Code.

Andrew Duane Goddard waives any and all claims or causes of action he may have against the State of Ohio or the Board, and members, officers, employees, and/or agents of either, arising out of matters which are the subject of this Agreement. Andrew Duane Goddard waives any rights of appeal pursuant to Chapter 119. of the Ohio Revised Code.

In the event the Board, in its discretion, does not adopt this Agreement as its Adjudication, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Andrew Duane Goddard agrees that should the Board reject this Agreement and if this case proceeds to hearing, he will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.

This Settlement Agreement shall be considered a public record, as that term is used in Section 149.43 of the Ohio Revised Code, and shall become effective upon the date of the Board President's signature below.

**SIGNED AND EFFECTIVE NOVEMBER 3, 2003**