



# OHIO STATE BOARD OF PHARMACY

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

-Equal Opportunity Employer and Service Provider-

TEL: 614/466-4143

E-MAIL: [exec@bop.state.oh.us](mailto:exec@bop.state.oh.us)

FAX: 614/752-4836

TTY/TDD: Use the Ohio Relay Service: 1-800/750-0750

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## SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY

(Docket No. D-940908-015)

In the Matter of:

**FREDDIE AHMAD, R.Ph.**

3377 Kings Mill Run  
Rocky River, Ohio 44116  
(R.Ph. No. 03-2-18208)

This Settlement Agreement is entered into by and between Freddie Ahmad 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.

Freddie Ahmad 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 and the right to a formal adjudication hearing on the issues contained herein.

Freddie Ahmad is knowingly and voluntarily acknowledging that, in order to settle the disciplinary charges that have been filed by the Board against him and in order to obviate the need to conduct an administrative hearing to consider possible disciplinary sanctions against his license to practice pharmacy in the state of Ohio, Freddie Ahmad enters into this Agreement on the basis of the following stipulations, admissions, and understandings:

- (1) The Ohio State Board of Pharmacy 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 impose a monetary penalty on the license holder for violation of any of the enumerated grounds.
- (2) Freddie Ahmad was, on or about September 8, 1994, notified, pursuant to Chapter 119. of the Ohio Revised Code, by letter of his right to a hearing, his rights in such hearing, and his right to submit his contentions in writing. Freddie Ahmad requested a hearing, and a hearing was scheduled in accordance with Chapter 119. of the Ohio Revised Code.
- (3) Freddie Ahmad was originally licensed to practice pharmacy in the state of Ohio on March 6, 1990, pursuant to reciprocity, and is currently practicing pharmacy in Ohio.
- (4)
- (5)
- (6)

(7)

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Freddie Ahmad knowingly and voluntarily agrees with the State Board of Pharmacy to the following:

- (1) The Ohio State Board of Pharmacy and Freddie Ahmad agree that Freddie Ahmad's license to practice pharmacy in the state of Ohio will be placed on probation for one year from the effective date of this Agreement. The terms of probation are as follows:
  - (a) Freddie Ahmad must not violate the drug laws of the state of Ohio, any other state, or the federal government;
  - (b) Freddie Ahmad must abide by the rules of the State Board of Pharmacy;
  - (c) Pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code, the State Board of Pharmacy hereby declares that Freddie Ahmad's pharmacist identification card is not in good standing and hereby denies him the privilege of being a preceptor of pharmacy interns for one year from the effective date of this agreement; and
  - (d) Freddie Ahmad must comply with the terms of this Agreement.
- (2) Freddie Ahmad agrees to the imposition of a monetary penalty of \$2,500.00 due and owing within 30 days of the effective date of this Agreement. The monetary penalty should be made payable to the "Treasurer, State of Ohio" and mailed to the State Board of Pharmacy, 77 S. High Street, 17th Floor, Columbus, Ohio 43266-0320, with the enclosed form.

If, in the judgment of the Board, Freddie Ahmad 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.

Freddie Ahmad 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.

Freddie Ahmad 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.

In the event the Board, in its discretion, does not approve this Agreement, 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. Freddie Ahmad 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 last date of signature below.

**SIGNED AND EFFECTIVE OCTOBER 18, 1994**