

**Minutes of the May 4-6, 2015**  
**Meeting of the Ohio State Board of Pharmacy**

**Monday, May 4, 2015**

**10:00 a.m.** The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, R.Ph., *President*; Kilee S. Yarosh, *Vice President*; Edward T. Cain, Public Member; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph. and Fred M. Weaver, R.Ph.

Also present were Steven Schierholt, *Executive Director*; Kevin Mitchell, *Assistant Executive Director*; Eric Griffin, *Compliance and Enforcement Supervisor*; Chad Garner, *Director of OARRS*; Nicole Dehner, *Chief Legal Counsel*; David Ingram, *Associate Legal Counsel*.

**10:01 a.m.** Mr. Kolezynski 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 Code. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**10:15 a.m.** The meeting reconvened in Room South B&C.

The Board was joined by Assistant Attorney General Charissa Payer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **John Kohli, R.Ph.**, Phoenix, Arizona.

**11:52 a.m.** The hearing ended and the record was closed.

Ms. Yarosh 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. Weaver and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**11:58 a.m.** The recess ended and the hearing was opened to the public.

**R-2015-304** After votes were taken in public session, the Board adopted the following order in the matter of **John Kohli, R.Ph.**, Phoenix, Arizona.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2013-1927)

In The Matter Of:

**John Kohli, R.Ph.**

215 West Portland Street, Apt. C

Phoenix, Arizona 85003

(R.Ph. License No. 03-2-33391)

**INTRODUCTION**

The Matter of John Kohli came for hearing on May 4, 2015, before the following members of the Board: Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph.; Fred Weaver, R.Ph. and Kilee S. Yarosh, R.Ph.

Melinda J. Ferris, R.Ph., Absent.

Margaret A. Huwer, R.Ph., Absent.

John Kohli was not represented by Counsel. The State of Ohio was represented by Charissa D. Payer, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. John Kohli, Respondent
2. Greg Whitney, Ohio State Board of Pharmacy Agent

**Respondent's Witnesses:**

1. John Kohli, Respondent

**State's Exhibits:**

1. Notice of Opportunity for Hearing 10-27-2014
- 1A-D. Procedurals
2. NABP Application of John Frank Kohli 09-20-2013
3. PAPA Program Contract of John Kohli 12-11-2009
4. Certified Court Documents from Phoenix Municipal Court 06-20-2014  
RE: State of Arizona v. Frank Kohli
5. Certified Documents from Arizona Board of Pharmacy 04-28-2015  
RE: John Kohli

Respondent's Exhibits:

- |    |                          |            |
|----|--------------------------|------------|
| A. | Letter of Jim Corrington | 02-09-2015 |
| B. | Letter of Sean Duffy     | 02-17-2015 |
| C. | Letter of Lisa Yates     | 03-03-2015 |

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Board finds the allegations as set forth in paragraphs 1 through 4 in the Notice of Opportunity for Hearing dated January 21, 2015 to be true; and that as such, the Board has the ability to take disciplinary action over John Kohli pursuant to Section 4729.16 of the ORC and Rule 4729-5-04 of the Ohio Administrative Code.

DECISION OF THE BOARD

On the basis of the Findings of Fact set forth above and after consideration of the record as a whole, the State Board of Pharmacy hereby approves the application for reciprocity submitted by John Kohli, subject to the following terms and conditions:

John Kohli must attend the Ohio Reciprocity Review session hosted by Board staff.

John Kohli must give the Board a thirty day notice prior to beginning employment in a pharmacist position in the state of Ohio.

John Kohli must enter into a **new** contract, signed within thirty days prior to employment in Ohio, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than three years and, upon signing, submit a copy of the contract to the Board office. The contract must provide that:

(1) Random, observed urine drug screens shall be conducted at least once each month.

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

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

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

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

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

John Kohli is hereby advised that the Board may at any time revoke probation for cause, modify the conditions of probation, and reduce or extend the period of probation. At any time during this period of probation, the Board may revoke probation for a violation occurring during the probation period.

Ms. Marchal moved for Action of the Board; Mr. Cain seconded the motion. Motion passed (Aye-5/Nay-0).

SO ORDERED.

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**12:00 p.m.** The Board recessed for lunch.

**1:18 p.m.** The meeting reconvened in Room South B&C.

Mr. Mitchell provided the Licensing update.

Mr. Griffin provided the Compliance and Enforcement update.

Ms. Payer provided the AG report.

Ms. Dehner provided the Legal report.

Mr. Schierholt provided the Executive Director report.

**R-2015-305** The Board received an application for the Continuing Education Provider Status of **Curt Passafume, Jr., R.Ph.** (03-3-31584) Hilliard, Ohio. Ms. Yarosh moved that the Continuing Education Provider Status be approved. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 5.

**R-2015-306** The Board received an application for the Continuing Education Provider Status of **Doug Cornelius, R.Ph.** (03-3-31584) Plain City, Ohio. Mr. Kolezynski moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.

**1:41 p.m.**      **Jason Abott**, *RoadRunner Pharmacy*, gave a presentation to the Board.

**1:53 p.m.**      Mr. Kolezynski 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 Code. The motion was seconded by Mr. Weaver and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**3:14 p.m.**      The meeting reconvened in Room South B&C.

The Board recessed for the day.

## **Tuesday, May 5, 2015**

**8:33 a.m.**      The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, R.Ph., *President*; Kilee S. Yarosh, *Vice President*; Edward T. Cain, Public Member; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph. and Fred M. Weaver, R.Ph.

**8:35 a.m.**      The Board was joined by Assistant Attorney General Charissa Payer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Daniel Freeman, Intern**, Cincinnati, Ohio.

**9:47 a.m.**      The Board recessed briefly.

**9:56 a.m.**      The meeting reconvened in Room South B&C.

**10:42 a.m.**      The hearing ended and the record was closed.

Mr. Weaver 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. Kolezynski and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**11:05 a.m.**      The recess ended and the hearing was opened to the public.

**R-2015-307** After votes were taken in public session, the Board adopted the following order in the matter of **Daniel Freeman, Intern**, Cincinnati, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2014-2141)

In The Matter Of:

**Daniel Lee Freeman**

3425 Pape Avenue, Apt. 2  
Cincinnati, Ohio 45208  
(Intern License No. 06-010592)

**INTRODUCTION**

The Matter of Daniel Lee Freeman came for hearing on May 5, 2015, before the following members of the Board: Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph.; Fred Weaver, R.Ph. and Kilee S. Yarosh, R.Ph.

Melinda J. Ferris, R.Ph., Absent.  
Margaret A. Huwer, R.Ph., Absent.

Daniel Lee Freeman was represented by Harry Plotnick. The State of Ohio was represented by Charissa D. Payer, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. Daniel Lee Freeman, Respondent
2. Sue Crane, R.Ph., Madiera Kroger Pharmacy Manager
3. Michael Poe, Ohio State Board of Pharmacy Agent

**Respondent's Witnesses:**

1. Daniel Lee Freeman, Respondent
2. Kevin Bowers, PRO Advocate

**State's Exhibits:**

- |       |  |            |
|-------|--|------------|
| 1.    | Summary Suspension/Notice of Opportunity for Hearing                 | 12-17-2014 |
| 1A-C. | Procedurals  |            |
| 2.    | Statement of Daniel Freeman  | 12-22-2014 |
| 3.    | Controlled Substance Inventory List,<br>Kroger #14402, Madeira, Ohio | 05-20-2014 |
| 3A.   | Tramadol Inventory List  | 08-17-2014 |
| 4.    | Dispensing Records of Lorazepam 1mg Tablets,                         | Various    |

	Tramadol HCL 50 mg Tablets, Zolpidem Tartarte 10 mg Tablets, and Zolpidem Tartarte 5 mg Tablets	
5.	BOH Manual Changes Report	Various
6.	Peyton Wholesale Records	Various
7.	Cardinal Wholesale Records	Various
8.	Accountability Statements	12-18-2014
9.	Video Surveillance from Kroger #14402, Madeira, Ohio	12-10-2014

Respondent's Exhibits:

A.	Summary Suspension/Notice of Opportunity for Hearing	12-17-2014
B.	Indictment by Hamilton County Grand Jury	04-09-2015
C.	Shepherd Hill Termination Discharge Summary, plus a supplemental page	02-23-2015
D.	PRO Contract	02-26-2015
E.	Urine Test Results & Letter from Jarrod Grossman	04-20-2015
F.	AA/NA Meeting Attendance Sheets, plus a supplemental page	Various
G.	College Transcripts	
H.	Letter of Andrea Wall, R.Ph., Associate Dean University of Cincinnati	04-15-2015

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the State Board of Pharmacy finds the following to be fact:

- (1) Records of the Board of Pharmacy indicate that Daniel Freeman was originally licensed as an intern in the State of Ohio on October 5, 2011.
- (2) Daniel Freeman is addicted to or abusing drugs or alcohol and/or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy, to wit: he has admitted that he is "emotionally dependent" on tramadol and lorazepam. He has admitted to stealing these drugs from the pharmacy where he worked since approximately September 2014.
- (3) Daniel Freeman did, on or around December 10, 2014, with purpose to deprive, knowingly obtain or exert control over dangerous drugs, the property of Kroger Pharmacy - Madeira, beyond the express or implied consent of the owner, to wit: he stole five (5) lorazepam 1 mg tablets.
- (4) Daniel Freeman did, on or around December 10, 2014, with purpose to deprive, knowingly obtain or exert control over dangerous drugs, the property of Kroger Pharmacy - Madeira, beyond the express or implied consent of the owner, to wit: he stole five (5) tramadol 50 mg tablets.

CONCLUSIONS OF LAW

(1) The State Board of Pharmacy concludes that paragraphs (3) and (4) of the Findings of Fact constitute being guilty of a felony and gross immorality as provided in Division (A)(1) of Section 4729.16 of the Ohio Revised Code.

(2) The State Board of Pharmacy concludes that paragraphs (3) and (4) of the Findings of Fact constitute being guilty of dishonesty and unprofessional conduct in the practice of pharmacy as provided in Division (A)(2) of Section 4729.16 of the Ohio Revised Code.

(3) The State Board of Pharmacy concludes that paragraph (2) of the Findings of Fact constitutes being addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy as provided in Division (A)(3) of Section 4729.16 of the Ohio Revised Code.

(5) Further, as a result of the evidence and testimony presented, the State Board of Pharmacy concludes that paragraphs (3) and (4) of the Findings of Fact constitute being guilty of willfully violating, the provisions of Chapter 4729 of the Revised Code, within the meaning of Section 4729.16 of the Ohio Revised Code.

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Daniel Lee Freeman on December 17, 2014.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the Intern identification card, No. 06-010592, held by Daniel Freeman and such suspension is effective as of the date of the mailing of this Order.

(A) Daniel Freeman, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

(B) Daniel Freeman, pursuant to Section 4729.16(B) of the Ohio Revised Code, must return his license to practice (pocket ID card) and registration (wall certificate) to the office of the State Board of Pharmacy within ten days after receipt of this Order unless the Board office is already in possession of both. The identification card and wall certificate should be sent by certified mail, return receipt requested to the attention of Rachael Collins.

Further, after December 17, 2015, the Board will consider any petition filed by Daniel Freeman for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement.



The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

(A) Respondent must enter into a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. The contract must provide that:

(1) **Random, observed** urine drug screens shall be conducted at least once each month.

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

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

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

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

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

(B) Daniel Freeman must demonstrate satisfactory proof to the Board that she/he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.

(C) Daniel Freeman must provide, at the reinstatement petition hearing, documentation of the following:

(1) Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);

(2) Compliance with the terms of this Order.

(D) Daniel Freeman must seek and receive Board approval prior to taking the North American Pharmacist Licensure Examination (NAPLEX) or an equivalent examination approved by the Board.

Upon such time as the Board may consider reinstatement, Daniel Freeman will be afforded a Chapter 119. hearing. At such time, the Board may consider reinstatement with or without restrictions and/or conditions as the Board deems appropriate under the circumstances.

Ms. Marchal moved for Findings of Fact; Mr. Kolezynski seconded the motion. Motion passed (Aye-5/Nay-0).

Ms. Yarosh moved for Conclusions of Law; Mr. Weaver seconded the motion. Motion passed (Aye-5/Nay-0).

Mr. Kolezynski moved for Action of the Board; Ms. Marchal seconded the motion. Motion passed (Aye-4/Nay-1).

SO ORDERED.

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**11:10 a.m.** Mr. McNamee provided the Legislative Update.

**11:26 a.m.** Mr. Garner provided the OARRS Update.

**11:37 a.m.** Mr. Kolezynski 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 Code. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**11:40 a.m.** The meeting reconvened in Room South B&C.

**11:42 a.m.** The Board recessed for lunch.

**1:30 p.m.** The Board convened in Room South A, 31st Floor of the Vern Riffe Center for Government and the Arts. The following candidates for licensure by reciprocity introduced themselves to the Board, and then participated in a discussion of pharmacy laws and rules with Ms. Terri Ghitman, *OARRS Pharmacist*:

Eyob Debebe Adane  
Christina A. Afable

Kentucky  
Massachusetts

Stephanie Beth Boggs	Oregon
Dean Cordell Bryant	Tennessee
Felipe Caez-Diaz	Puerto Rico
Brenda Carroll	Kentucky
Jessica Gayta	Michigan
Yadong Z. Goodman	Kentucky
Sean Michael Hatfield	Florida
Amanda Gail Lovell	Florida
Anthony Joseph Mazzaresse	Pennsylvania
Joseph Frank McClendon	West Virginia
Lilian Lora Anna Parisotto	New York
Michael David Parker	Kentucky
Carrie A. Pisano	Pennsylvania
Gregory Matthew Ruth	Illinois
Jordan Sedlacek	Michigan
Kimberly Diane Shipp	Colorado
Katie Spiritoso	Indiana
Pavithra Srinivas	Missouri
Ashley Stinehart	West Virginia
Danielle Underwood	Florida
Larry Dee Weidner	Colorado
Chandelle Wolsey	Florida

**1:45 p.m.**            The meeting reconvened in Room South B&C.

**1:47 p.m.**            Mr. Kolezynski 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 Code. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cain – yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**1:52 p.m.**            The meeting reconvened in Room South B&C.

**3:20 p.m.**            The Board recessed for the day.

**Wednesday, May 6, 2015**

**8:41 a.m.**            The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, R.Ph., *President*; Kilee S. Yarosh, *Vice President*; Edward T. Cain, Public Member; Melinda J. Ferris, R.Ph.; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph. and Fred M. Weaver, R.Ph.

**R-2015-308** Ms. Marchal moved that the Board Minutes of April 6-8, 2015, be approved as amended. Mr. Cain seconded the motion and it was approved by the Board: Aye – 6.

**R-2015-309** Mr. Kolezynski moved that the Board Conference Call Minutes of April 17, 2015, be approved as written. Mr. Cain seconded the motion and it was approved by the Board: Aye – 6.

**R-2015-310** Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1771**

**ReturnCo**  
c/o Young Ko  
200 City Hall Drive #257  
Varnell, GA 30756  
**WDDD License No. 01-1951750**

**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 ReturnCo, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the late renewal of their Wholesale Distributor of Dangerous Drugs (WDDD) License. Together, OSBP and ReturnCo are referred to hereinafter as “the parties.”

**JURISDICTION**

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any registration certificate issued pursuant to Sections 4729.52 and 4729.53 of the Ohio Revised Code to practice pharmacy the state of Ohio.

2. ReturnCo is licensed in Ohio as a WDDD under license number 01-1951750.

**FACTS**

1. On or about August 4, 2014, the OSBP initiated an investigation of ReturnCo, WDDD license number 01-1951750, related to ReturnCo’s late renewal of their Wholesale Distributor of Dangerous Drugs License.

2. On or about November 19, 2014, the OSBP sent a Notice of Opportunity for Hearing to ReturnCo, which outlined the allegations and provided notice of rights to a hearing, rights in such hearing, and right to submit contentions in writing.
3. On or about December 12, 2014, ReturnCo timely requested an administrative hearing, which was subsequently scheduled for May 5, 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. ReturnCo 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. ReturnCo agrees to pay to the OSBP the amount of \$500.00, 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. ReturnCo and Young Ko agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
5. ReturnCo agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by ReturnCo 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 ReturnCo by the OSBP and will NOT discharge ReturnCo from any obligation under the terms of this Agreement.

6. ReturnCo agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  7. ReturnCo 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 ReturnCo 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.
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**R-2015-311**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1793**

**Heather Edell**  
7140 Millikin Road  
Liberty Township, Ohio 45044  
Pharmacist License No. 03-3-33938

**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 Heather Edell, for the purpose of resolving all issues between the parties relating to the OSBP investigation of reactivating a prescription for refill. Together, OSBP and Heather Edell 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Heather Edell is a licensed pharmacist under license number 03-3-33938.

### FACTS

1. On or about August 13, 2014, the OSBP initiated an investigation of Heather Edell, pharmacist license number 03-3-33938, related to Heather Edell reactivating a prescription for refill.
2. On or about November 19, 2014, the OSBP sent a Notice of Opportunity for Hearing to Heather Edell, 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 December 12, 2014, Heather Edell timely requested an administrative hearing, which was subsequently scheduled for April 8, 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. Heather Edell 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. Heather Edell must obtain, within 90 days from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs) in medication errors, which may not also be used for license renewal.
4. Heather Edell agrees to pay to the OSBP the amount of \$250.00, 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.
5. Heather Edell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Heather Edell understands that she has the right to be represented by counsel for review and execution of this agreement.
  7. Heather Edell agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
  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.
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**R-2015-312**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2013-1808**

**Lauren Courie**  
10337 Tully Avenue, NW  
North Canton, Ohio 44720  
Pharmacist License No. 03-3-30697

**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 Lauren Courie, for the purpose of resolving all issues between the parties relating to the OSBP investigation of a positive answer to the renewal application question, "Do you have charges pending or have you been convicted of a felony or misdemeanor other than a minor traffic violation." Together, OSBP and Lauren Courie 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.





6. Lauren Courie understands that she has the right to be represented by counsel for review and execution of this agreement.
  7. Lauren Courie agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
  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.
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**R-2015-313** Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**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.

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**R-2015-314**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:**

Praneeta M. Dholakia:  
5800 Huntin Haven Drive  
Hilliard, OH 43026

**SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY**

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

Pursuant to the National Association of the Boards of Pharmacy (NABP) guidelines, effective March 1, 2013, a candidate is limited to five attempts to pass the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Examination (MPJE). Per NABP guidelines, applicants who have taken the NAPLEX or MPJE five or more times prior to March 1, 2013, can have one additional opportunity to pass the exams, if given approval to test by a state board of pharmacy.

Praneeta Dholakia has unsuccessfully attempted the NAPLEX exam in Ohio five times, the the last attempt being in November 2012. On October 7, 2014, the Board denied Ms. Dholakia's request received in a letter dated September 26, 2014 to attempt the NAPLEX exam a sixth time. On December 28, 2014, by and through counsel Sanjay Bhatt, Ms. Dholakia requested the Board reconsider her request to attempt the NAPLEX exam a sixth time.

**After reconsideration of Praneeta Dholakia's request, the Board hereby gives its approval for Praneeta Dholakia to have one additional opportunity to successfully complete the NAPLEX exam. All NABP guidelines regarding NABP's implementation of a five-attempt limit for NAPLEX, MPJE apply to this final attempt to pass the test, including failure to finish an exam being counted as an attempt.** Praneeta Dholakia also agrees to meet any and all licensure requirements as set forth in Sections 4729.07, 4729.071 and 4729.08 of the Ohio Revised Code and relevant Rules in Chapter 4729-5 of the Ohio Administrative Code.

Praneeta Dholakia waives any and all claims or causes of action she 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. Praneeta Dholakia waives any rights of appeal pursuant to Chapter 119. of the Ohio Revised Code.

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**R-2015-315**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1340**

**Grant Anglemyer**  
916 Poppy Hills Drive  
Blacklick, Ohio 43004  
Pharmacist License No. **03-2-24531**

## 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 Grant Anglemyer, for the purpose of resolving all issues between the parties relating to the OSBP investigation of multiple thefts of dangerous drugs. Together, OSBP and Grant Anglemyer 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in intern in the state of Ohio.
2. Grant Anglemyer is a licensed pharmacist under license number 03-2-24531.

### FACTS

1. On or about March 24, 2014, the OSBP initiated an investigation of Grant Anglemyer, pharmacist license number 03-2-24531, related to Grant Anglemyer’s multiple thefts of dangerous drugs.
2. On or about December 29, 2014, the OSBP sent a Notice of Opportunity for Hearing to Grant Anglemyer, 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 January 28, 2015, Grant Anglemyer timely requested an administrative hearing, which was subsequently scheduled for April 7, 2015.
4. By letter dated March 25, 2015, Grant Anglemyer, by and through counsel S. Michael Miller, contacted the OSBP and expressed his desire to voluntarily and permanently surrender his Ohio Pharmacy License. Included with the letter was a notarized statement bearing the signature of Grant M. Anglemyer, R.Ph. dated March 24, 2015, which requested the OSBP accept his resignation as a registered pharmacist. (Exhibit 1a and 1b, attached).
5. On April 6, 2015, the OSBP considered Grant Anglemyer’s request to relinquish his license.

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. Grant Anglemyer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 29, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
  3. **GRANT ANGLEMYER PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-2-24531.**
  4. Grant Anglemyer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  5. Grant Anglemyer understands that it has the right to be represented by counsel for review and execution of this agreement.
  6. Grant Anglemyer agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license.
  7. Grant Anglemyer is precluded from making any application for further licensure with the OSBP.
  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.
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**R-2015-316**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1215**

**Derrick Hall**  
544 Palisades Drive  
Akron, Ohio 44303  
Pharmacist License No. **03-3-26972**

### **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 Derrick Hall, for the purpose of resolving all issues between the parties relating to the OSBP investigation of compliance with an OSBP Board Order. Together, OSBP and Derrick Hall 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Derrick Hall is a licensed pharmacist under license number 03-3-26972.

### **FACTS**

1. On or about February 26, 2014, the OSBP initiated an investigation of Derrick Hall, pharmacist license number 03-3-26972, related to Derrick Hall’s compliance with his OSBP Board Order.
2. On or about June 4, 2014, the OSBP sent a Notice of Opportunity for Hearing to Derrick Hall, 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 November 17, 2014, Derrick Hall timely requested an administrative hearing, which was subsequently scheduled for May 6, 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.      Derrick Hall neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 4, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
  
  3.      Derrick Hall agrees to pay to the OSBP the amount of \$1,500.00, 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.      Derrick Hall agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  
  5.      Derrick Hall understands that he has the right to be represented by counsel for review and execution of this agreement.
  
  6.      Derrick Hall agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
  
  7.      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.
  
  8.      All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  
  9.      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.
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**R-2015-317**      Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-2073**

**Sarmad Hermez**  
4440 Airport Highway, Apt. 7  
Toledo, Ohio 43615  
Intern License No. **06-011273**

**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 Sarmad Hermez, for the purpose of resolving all issues between the parties relating to the OSBP investigation of his arrest on August, 15, 2014. Together, OSBP and Sarmad Hermez 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any identification card issued pursuant to Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the state of Ohio.
2. Sarmad Hermez is a licensed pharmacy intern under license number 06-011273.

### **FACTS**

1. On or about November 12, 2014, the OSBP initiated an investigation of Sarmad Hermez, intern license number 06-011273, related to Sarmad Hermez’s arrest on August 15, 2014.
2. On or about January 29, 2015, the OSBP sent a Notice of Opportunity for Hearing to Sarmad Hermez, 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 February 17, 2015, Sarmad Hermez timely requested an administrative hearing, which was subsequently scheduled for May 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. Sarmad Hermez neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 29, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Sarmad Hermez agrees to pay to the OSBP the amount of \$500.00, 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. Sarmad Hermez must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.1 CEUs) in human trafficking, which may not also be used for license renewal.

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

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

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

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.

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**R-2015-318** Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1921**

**Daniel Whitehouse**  
447 Goebel Court  
Fort Wright, KY 41011  
Intern License No. **06-013405**

**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 Daniel Whitehouse, for the purpose of resolving all issues

between the parties relating to the OSBP investigation of several criminal violations. Together, OSBP and Daniel Whitehouse are referred to hereinafter as "the parties."

### JURISDICTION

1. Pursuant to Sections 4729.11 and 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew an identification card issued under the authority of Chapter 4729. .
2. On or about September 19, 2014, Daniel Whitehouse applied for a pharmacy intern license with the OSBP.

### FACTS

1. On or about September 23, 2014, the OSBP initiated an investigation of Daniel Whitehouse, related to the prior criminal violations Daniel Whitehouse revealed on his application.
2. On or about February 11, 2015, the OSBP sent a Notice of Opportunity for Hearing to Daniel Whitehouse, 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 March 5, 2015, Daniel Whitehouse timely requested an administrative hearing, which was subsequently scheduled for April 7, 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. Daniel Whitehouse neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 11, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **Daniel Whitehouse's application for pharmacy intern registration is hereby approved.**

4. Daniel Whitehouse understands that it has the right to be represented by counsel for review and execution of this agreement.
  5. Daniel Whitehouse agrees to comply with all federal and state requirements related to the practice of pharmacy as an intern, 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 Daniel Whitehouse of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any license granted to Daniel Whitehouse by the OSBP and will NOT discharge Daniel Whitehouse from any obligation under the terms 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.
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**R-2015-319** Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2013-2112**

**Piszel Pain Management Systems, LLC  
c/o Bruce Piszel, M.D.  
50 East Main Street  
Geneva, Ohio 44041  
License No. 02-2146650**

**SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY**

This Settlement Agreement is entered into by and between Piszel Pain Management Systems, LLC 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.

Pizel Pain Management Systems, LLC enters into this Agreement being fully informed of its 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.

Pizel Pain Management Systems, LLC is knowingly and voluntarily acknowledging that, in order to settle the disciplinary charges that have been filed by the Board against Pizel Pain Management Systems, LLC and in order to obviate the need to conduct an administrative hearing to consider possible disciplinary sanctions against Pizel Pain Management Systems, LLC's license to practice pharmacy in the State of Ohio, this Agreement is entered into on the basis of the following stipulations, admissions, and understandings:

(A) The Ohio State Board of Pharmacy is empowered by Section 4729.57 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.

(B) Pizel Pain Management Systems, LLC neither admits nor denies the allegations contained in the May 19, 2014 Notice of Opportunity for Hearing Letter. However, the Board has evidence sufficient enough to prove said allegations and hereby adjudicates same.

(C) Pizel Pain Management Systems, LLC acknowledges that it has been made aware of the investigation and has not failed to cooperate in said investigation. Pizel Pain Management Systems, LLC further acknowledges that it has not been promised or given anything to indicate that the State of Ohio will not proceed with criminal charges; that criminal charges may be or may have been filed pursuant to the discretion of the appropriate prosecuting attorney and/or grand jury. The execution of this agreement does not affect, and is not affected by, any such criminal proceedings.

(D) Bruce Pizel, M.D. shall not at any time in the future apply for a Terminal Distributor of Dangerous Drugs with Pain Management Classification in the state of Ohio.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of holding a 119. hearing on this matter, Pizel Pain Management Systems, LLC knowingly and voluntarily **SURRENDERS PERMANENTLY TO THE STATE BOARD OF PHARMACY IT'S LICENSE AND REGISTRATION TO OPERATE A PAIN MANAGEMENT CLINIC, WITH DISCIPLINARY ACTION PENDING.**

Pizel Pain Management Systems, LLC acknowledges that it 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.

Piszel Pain Management Systems, LLC waives any and all claims or causes of action it 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. Piszel Pain Management Systems, LLC waives any rights of appeal pursuant to Chapter 119. of the Ohio Revised Code.

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**R-2015-320**

Mr. Moné announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2013-1981**

**CVS Pharmacy #5431**  
c/o Brian Douglas Thacker, R.Ph.  
592 West Plane Street  
Bethel, Ohio 45106  
TDDD License No. **02-1302050**

**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 CVS Pharmacy #5431, for the purpose of resolving all issues between the parties relating to the OSBP investigation of CVS Pharmacy #5431's building damage and drug security. Together, OSBP and CVS Pharmacy #5431 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. CVS Pharmacy #5431 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1302050.

**FACTS**

1. On or about November 12, 2013, the OSBP initiated an investigation of CVS Pharmacy #5431, Terminal Distributor of Dangerous Drugs license number 02-1302050, related to CVS Pharmacy #5431's building damage and drug security.
2. On or about March 20, 2015, the OSBP sent a Notice of Opportunity for Hearing to CVS Pharmacy #5431, which outlined the allegations and provided notice of rights to a hearing, rights in such hearing, and rights to submit contentions in writing.

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 Agreement as though fully set forth herein.
2. CVS Pharmacy #5431 neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 20, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. CVS Pharmacy #5431 agrees to pay to the OSBP the amount of \$1,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Ohio State Board of Pharmacy, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. CVS Pharmacy #5431 agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
5. CVS Pharmacy #5431 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 CVS Pharmacy #5431 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 CVS Pharmacy #5431 by the OSBP and will NOT discharge CVS Pharmacy #5431 from any obligation under the terms of this Agreement.
6. CVS Pharmacy #5431 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. CVS Pharmacy #5431 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 CVS Pharmacy #5431 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.

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8:45 a.m. Mr. Moné announced that the request for settlement presented by **Jonah Fox, R.Ph.**, Belpre, Ohio, be accepted allowing for sufficient time for the preparation and approval of settlement documentation.

R-2015-321 After discussion Mr. Kolezynski moved that the adoption of the Rules packet for 4729-5-38 be approved as written. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 6.

R-2015-322 After discussion Ms. Marchal moved that the adoption of the Rules packet for 3715.87 be approved as amended. The motion was seconded by Ms. Yarosh and approved by the Board: Aye – 6.

R-2015-323 After discussion Ms. Yarosh moved that the adoption of the Rules packet for 4729-16-02 be approved as written. The motion was seconded by Ms. Ferris and approved by the Board: Aye – 6.

8:50 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Dominic Pileggi, R.Ph.**, Cincinnati, Ohio.

9:21 a.m. The Board recessed briefly.

9:29 a.m. The meeting reconvened in Room South B&C.

10:07 a.m. The hearing ended and the record was closed.

Mr. Kolezynski 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 Ms. Ferris and a roll-call vote was conducted by President Moné as follows: Cain – yes; Ferris–yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**10:19 a.m.** The recess ended and the hearing was opened to the public.

**R-2015-324** After votes were taken in public session, the Board adopted the following order in the matter of **Dominic Pileggi, R.Ph.**, Cincinnati, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2014-1998)

In The Matter Of:

**Dominic Pileggi, R.Ph.**  
353 West 4<sup>th</sup> Street, Apt. 405  
Cincinnati, Ohio 45202  
(R.Ph. License No. 03-2-34002)

**INTRODUCTION**

The Matter of Dominic Pileggi came for hearing on May 6, 2015, before the following members of the Board: Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Melinda J. Ferris, R.Ph.; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph.; Fred Weaver, R.Ph. and Kilee S. Yarosh, R.Ph.

Margaret A. Huwer, R.Ph., Absent.

Dominic Pileggi was represented by Richard Cline. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. Dominic Pileggi, Respondent

**Respondent's Witnesses:**

1. Dominic Pileggi, Respondent
2. Kevin Bowers, PRO Advocate

**State's Exhibits:**

1. Summary Suspension/Notice of Opportunity for Hearing 11-12-2014
- 1A-E. Procedurals
2. Dominic Pileggi Time Card Report 10-12-2014-10-25-2014
3. Patient Treatment Records 10-18-2014
4. UC Health Drug-Free Workplace Observation 10-18-2014

Checklist for Unusual Behavior

- |    |  |            |
|----|--|------------|
| 5. | Statement of Alyssa Megan Penick         | 10-27-2014 |
| 6. | Statement of Kathryn Marie McKinney      | 10-27-2014 |
| 7. | Alcohol Testing Form for Dominic Pileggi | 10-18-2014 |
| 8. | Statement of Dominic Pileggi             | 10-23-2014 |

Respondent's Exhibits:

- |      |   |            |
|------|---|------------|
| A-1. | Letter from Dominic Pileggi's Counsel                             | 05-04-2015 |
| A.   | Request for Hearing   | 03-26-2015 |
| B.   | Questhouse Treatment Plan   | 12-03-2014 |
| C.   | Psychological Diagnosis   | 12-03-2014 |
| D.   | Discharge Summary   | 12-31-2014 |
| E.   | Master Progress Note  | 12-31-2014 |
| F.   | Evaluation Criteria   | 12-29-2014 |
| G.   | Continuing Care Plan  | 12-31-2014 |
| H-1. | Letter of Tracey A. Bright  | 04-30-2015 |
| H.   | Letter of Tracey A. Bright  | 03-17-2015 |
| I.   | PRO Contract  | 01-14-2015 |
| J.   | Letter of Jarrod Grossman from PRO                                | 03-19-2015 |
| K.   | AA Meeting Attendance Sheets                                      | Various    |
| L.   | Chart of Treatment Records  | Various    |
| M.   | Email exchange Between Dominic Pileggi<br>& Brian Fingerson, PROP | 04-21-2015 |

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the State Board of Pharmacy finds the following to be fact:

(1) Records of the Board of Pharmacy indicate that Dominic Pileggi was originally licensed in the State of Ohio on July 18, 2014, pursuant to examination, and is currently licensed to practice pharmacy in the State of Ohio.

(2) Dominic Pileggi is addicted to or abusing liquor or drugs to such a degree as to render him unfit to practice pharmacy. As such, the continuation of his professional practice presents a danger of immediate and serious harm to others, to wit: Dominic Pileggi did, on or about October 18, 2014, practice pharmacy (within the meaning of Ohio Revised Code Section 4729.01) while intoxicated. Specifically, three nurses reported that he smelled of alcohol and was slow in responding to his duties as a pharmacist. As a result, he was tested for alcohol consumption and showed a Blood Alcohol Level of 0.109. Dominic Pileggi further admitted to Pharmacy Board Agents that he abused liquor and drink approximately 3-4 times per week, consuming approximately 10 drinks per setting with whiskey being his drink of choice.

CONCLUSIONS OF LAW

(1) The State Board of Pharmacy concludes that paragraph (2) of the Findings of Fact constitutes being guilty of dishonesty and unprofessional conduct in the practice of pharmacy as provided in Division (A)(2) of Section 4729.16 of the Ohio Revised Code.

(2) The State Board of Pharmacy concludes that paragraph (2) of the Findings of Fact constitutes being addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy as provided in Division (A)(3) of Section 4729.16 of the Ohio Revised Code.

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Dominic Pileggi on November 12, 2014.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist identification card, No. 03-2-34002, held by Dominic Pileggi and such suspension is effective as of the date of the mailing of this Order.

(A) Dominic Pileggi, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

(B) Dominic Pileggi, pursuant to Section 4729.16(B) of the Ohio Revised Code, must return his identification card and license (wall certificate) to the office of the State Board of Pharmacy within ten days after receipt of this Order unless the Board office is already in possession of both. The identification card and wall certificate should be sent by certified mail, return receipt requested to the attention of Rachael Collins.

Further, after November 12, 2015, the Board will consider any petition filed by Dominic Pileggi for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

(A) Dominic Pileggi must enter into a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. The contract must provide that:

(1) **Random, observed** urine drug screens shall be conducted at least once each month.

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

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

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

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

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

(B) Dominic Pileggi must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy.

(C) Dominic Pileggi must provide, at the reinstatement petition hearing, documentation of the following:

(1) Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);

(2) Compliance with the continuing pharmacy education requirements set forth in Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;

(3) Compliance with the terms of this Order.

(D) If reinstatement is not accomplished within three years of the effective date of this Order, Dominic Pileggi must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) or an equivalent examination approved by the Board.

Ms. Yarosh moved for Findings of Fact; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-0).

Ms. Yarosh moved for Conclusions of Law; Mr. Weaver seconded the motion. Motion passed (Aye-6/Nay-0).

Ms. Ferris moved for Action of the Board; Mr. Cain seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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**10:20 a.m.**      The Board recessed briefly.

**10:29 a.m.**      The meeting reconvened in Room South B&C.

The Board was joined by Assistant Attorney General Charissa Payer to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Joseph Merrill, R.Ph.**, Canal Winchester, Ohio.

**11:26 a.m.**      The hearing ended and the record was closed.

Mr. Weaver 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 Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cain – yes; Ferris–yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

**11:34 a.m.**      The recess ended and the hearing was opened to the public.

**R-2015-325**      After votes were taken in public session, the Board adopted the following order in the matter of **Joseph Merrill, R.Ph.**, Canal Winchester, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2013-1220)

In The Matter Of:

**Joseph Merrill, R.Ph.**  
32 Park Street  
Canal Winchester, Ohio 43110  
(R.Ph. License No. 03-2-30581)

INTRODUCTION

The Matter of Joseph Merrill came for hearing on May 6, 2015, before the following members of the Board: Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Melinda J. Ferris, R.Ph.; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph.; Fred Weaver, R.Ph. and Kilee S. Yarosh, R.Ph.

Margaret A. Huwer, R.Ph., Absent.

Joseph Merrill was represented by Christopher Connor. The State of Ohio was represented by Charissa D. Payer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

None

Respondent's Witnesses:

1. Joseph Merrill, Respondent
2. Jena Merrill, Respondent's Wife

State's Exhibits:

- |       |   |            |
|-------|---|------------|
| 1.    | Petition for Reinstatement                | 01-26-2015 |
| 1A-B. | Procedurals                               |            |
| 2.    | Order of the Ohio State Board of Pharmacy | 03-06-2014 |

Respondent's Exhibits:

- |    |   |            |
|----|---|------------|
| A. | PRO Contract  | 03-18-2014 |
| B. | Letter of Jarrod Grossman   | 04-20-2015 |
| C. | PRO Urine Screens   | Various    |
| D. | Meeting Attendance Sheets   | Various    |
| E. | Meeting Attendance Calendar   | Various    |
| F. | The Woods at Parkside; Continuing Care Completion Statement                     | 04-29-2015 |
| G. | Franklin Co. Municipal Court;<br>Completion of Alcohol & Drug Addiction Program | 04-17-2015 |
| H. | Continuing Education Credits  | Various    |
| I. | Letters of Advocacy   | Various    |

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witness, considered the evidence, and weighed the credibility of each, the State Board of Pharmacy finds that Joseph Merrill has substantially complied with the terms set forth in the Board Order of the Ohio State Board of Pharmacy, Case No. 2013-1220, dated March 6, 2014.

DECISION OF THE BOARD

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State Board of Pharmacy hereby lifts the suspension and approves the reinstatement of the pharmacist identification card, No. 03-2-30581, held by Joseph Merrill to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

(A) Joseph Merrill must enter into a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) approved treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and submit a copy of the signed contract to the Board office before his pharmacist identification card is issued. The contract must provide that:

(1) Random, observed urine drug screens shall be conducted at least once each month for the first year and then at least once every three months for the remaining four years.

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

(b) Alcohol must be added to the standard urine drug screen. A Breathalyzer may be used to test for alcohol, but an appropriately certified individual must conduct the test within twelve hours of notification.

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

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

(3) Attendance is required a minimum of three times per calendar week at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.

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



(B) Joseph Merrill must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:

(1) The written report and documentation provided by the treatment program pursuant to the contract, and

(2) A written description of Joseph Merrill's progress towards recovery and what Joseph Merrill has been doing during the previous three months.

(C) Other terms of probation are as follows:

(1) The State Board of Pharmacy hereby declares that Joseph Merrill's pharmacist identification card is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code.

(2) Joseph Merrill may not serve as a responsible pharmacist.

(3) Joseph Merrill may not destroy, assist in, or witness the destruction of controlled substances.

(4) Joseph Merrill may not work in a pharmacy more than 40 hours per week.

(5) Joseph Merrill must, during the first six months of practice, work only with a pharmacist whose license is in good standing.

(6) Joseph Merrill must abide by the contract with his treatment provider and must immediately report any violation of the contract to the Board.

(7) Joseph Merrill must not violate the drug laws of Ohio, any other state, or the federal government.

(8) Joseph Merrill must abide by the rules of the State Board of Pharmacy.

(9) Joseph Merrill must comply with the terms of this Order.

(10) Joseph Merrill's license is deemed not in good standing until successful completion of the probationary period.

(D) Any violation of probation may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code.

Joseph Merrill is hereby advised that the Board may at any time revoke probation for cause, modify the conditions of probation, and reduce or extend the period of probation.

At any time during this period of probation, the Board may revoke probation for a violation occurring during the probation period.

Ms. Yarosh moved for Findings of Fact; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-0).

Ms. Yarosh moved for Action of the Board; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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**R-2015-326** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Kilee Yarosh, R.Ph.** (03-2-24884) Jefferson, Ohio, be the responsible person for the following pharmacies:

Trumbull Memorial Hospital (hospital), Warren (02-2080150)  
Hillside Rehabilitation Hospital (hospital), Warren (02-2080750)

After discussion, Ms. Ferris moved that the Board approve the specific request for a period of six months. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5/Nay– 0/Abstain– 1.

**11:39 a.m.** Mr. Kolezynski 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 Code. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by President Moné as follows: Cain – yes; Ferris–yes; Kolezynski –yes; Marchal – yes; Weaver – yes and Yarosh – yes.

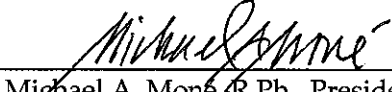
**11:56 a.m.** The meeting reconvened in Room South B&C.

**R-2015-327** Ms. Marchal moved that the Board receive Per Diem as follows:

PER DIEM	1/20	5/4	5/5	5/6	Total
Cain	0	1	1	1	3
Ferris	0	0	0	1	1
Huwer	0	0	0	0	0
Kolezynski	0	1	1	1	3
Marchal	0	1	1	1	3
Moné	1	1	1	1	4
Weaver	0	1	1	1	3
Yarosh	0	1	1	1	3

Mr. Kolezynski seconded the motion and it was approved by the Board: Aye – 6.

**R-2015-328** Mr. Cain moved that the meeting be adjourned. The motion was seconded by Ms. Ferris and approved by the Board: Aye – 6.

  
\_\_\_\_\_  
Michael A. Moné, R.Ph., President      Date: 6/3/2015

  
\_\_\_\_\_  
Steven W. Schierholt, Esq., Executive Director      Date: 6/4/15