



**MINUTES OF THE DECEMBER 11-12, 2017**  
**MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

**Monday, December 11, 2017**

**10:00 a.m.** The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Megan E. Marchal, RPh, Presiding; Joshua M. Cox, RPh; Richard J. Newlon, *Public Member*; Michael A. Moné, RPh; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh; and Kilee S. Yarosh, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Sarah Ackman, *Associate Legal Counsel*; Jenni Wai, *Chief Pharmacist*; Chad Garner, *Director of OARRS*; Yvonne Tertel, *Assistant Attorney General*; and Cameron McNamee, *Director of Policy and Communications*.

**10:02 a.m.** The Board was joined by Assistant Attorney General Yvonne Tertel to create a record in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Teresa Peters**, Amelia, Ohio.

**10:16 a.m.** The hearing ended and the record was closed.

The Board was joined by Assistant Attorney General Yvonne Tertel to create a record in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Dubin Medical**, West Valley City, Utah.

**10:28 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. Passafume and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

**11:00 a.m.** The recess ended and the hearing was opened to the public.

**R-2018-169** After votes were taken in public session, the Board adopted the following order in the matter of **Teresa Peters**, Amelia, Ohio.



**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2017-1050)

In The Matter Of:

**Teresa Peters**

4195 Otter Creek Drive

Amelia, Ohio 45102

**INTRODUCTION**

The Matter of Teresa Peters came for consideration on December 11, 2017, before the following members of the State of Ohio Board of Pharmacy (Board): Megan E. Marchal, RPh, *Presiding*; Joshua M. Cox, RPh; Michael A. Moné, RPh; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Teresa Peters was not present nor represented by Counsel. The State of Ohio was represented by Yvonne Tertel, Assistant Attorney General.

**SUMMARY OF EVIDENCE****State's Witnesses:**

1. Michael Poe—State of Ohio Board of Pharmacy

**Respondent's Witnesses:**

None

**State's Exhibits:**

- |    |   |            |
|----|---|------------|
| 1. | Notice of Opportunity for Hearing           | 05-10-2017 |
| 2. | OARRS Account Application                   | 12-17-2012 |
| 3. | License Verification (Nursing)              | 11-28-2017 |
| 4. | Notarized Statement from Julie Morris       | 01-30-2017 |
| 5. | Notarized Statement from Dr. Benjamin Herms | 02-09-2017 |
| 6. | Notarized Statement from Teresa Peters      | 01-30-2017 |

**Respondent's Exhibits:**

None

**FINDINGS OF FACT, CONCLUSIONS OF LAW, & DECISION OF THE BOARD**

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Teresa Peters violated Section 4729.80 of the Ohio Revised Code and orders the matter be referred to the State of Ohio Board of Nursing and the appropriate law enforcement agency. The Board hereby denies Teresa Peters

access to OARRS both directly and indirectly, as a prescriber's delegate or as a pharmacist's delegate.

Mr. Moné moved for Findings of Fact, Conclusions of Law and Decision of the Board; Ms. Yarosh seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

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**R-2018-170**

After votes were taken in public session, the Board adopted the following order in the matter of **Dubin Medical**, West Valley City, Utah.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2016-2146)

In The Matter Of:

**Dubin Medical, Inc.**  
2732 S. 3600 W., Suite B  
West Valley City, UT 84119  
(License No. 01-1222100)

**INTRODUCTION**

The Matter of Dubin Medical, Inc. came for consideration on December 11, 2017 before the following members of the State of Ohio Board of Pharmacy (Board): Megan E. Marchal, RPh, *Presiding*; Joshua M. Cox, RPh; Michael A. Moné, RPh; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Dubin Medical, Inc. was not present nor represented by Counsel. The State of Ohio was represented by Yvonne Tertel, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. Rebecca Carroll, RPh—State of Ohio Board of Pharmacy

**Respondent's Witnesses:**

1. None

**State's Exhibits:**

- |    |  |            |
|----|--|------------|
| 1. | Notice of Opportunity for Hearing          | 04-26-2017 |
| 2. | Credential View Screen                     | 09-20-2017 |
| 3. | California State Board of Pharmacy Records | 09-14-2016 |
| 4. | DMI Compliance Letter                      | 11-26-2016 |

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On the renewal application submitted on or about June 28, 2016, Dubin Medical, Inc. answered "Yes" to the question inquiring whether in the last 18 months, has the applicant, owner(s), Responsible Person, any agent or employee of the location being licensed, or any officer of the corporation been the subject of disciplinary action by any state or federal agency; even if subsequently dismissed or resolved without formal discipline. Dubin Medical, Inc. attached the following documents with your renewal application:
  - a. On or about May 12, 2016, Dubin Medical, Inc. was disciplined by the Board of Pharmacy and the Department of Consumer Affairs in the State of California. The stipulated settlement agreement and the disciplinary order issued by the California Board revoked Dubin Medical, Inc.'s license but stayed the revocation and placed the license on probation for three (3) years. Case No. 4577.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the findings of fact, constitutes a violation of each of the following divisions of Section 4729.53 of the ORC, each violation punishable by a maximum fine of \$1,000:
  - a. If the applicant has been convicted of a violation of any federal, state, or local law relating to drug samples, wholesale or retail drug distribution, or distribution of controlled substances or of a felony, or if a federal, state, or a local governmental entity has suspended or revoked any current or prior license or registration of the applicant for the manufacture or sale of any dangerous drugs, including controlled substances, ORC Section 4729.53(A)(1); and
  - b. The applicants past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC Section 4729.53(A)(2).
2. Such conduct as set forth in the findings of fact, constitutes a violation of each of the following divisions of Section 4729.56 of the ORC, each violation punishable by a maximum fine of \$1,000:
  - a. Violating any federal, state, or local drug law; any provision of this chapter or rule of the board, ORC Section 4729.56(A)(2); and/or
  - b. Failing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualification after the registration is granted or renewed, ORC Section 4729.56(A)(4).

3. Such conduct as set forth in the findings of fact, constitutes a violation of the OAC and punishable by a maximum fine of \$1,000:
  - a. Not of good moral habits, OAC Rule 4729-9-19(A)(4); and
  - b. Has been disciplined by any professional licensing board, OAC Rule 4729-9-19(A)(7).

DECISION OF THE BOARD

1. Pursuant to Section 4729.57 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby imposes a monetary penalty of \$3,000 on Dubin Medical, Inc. and payment in full is due no later than thirty days from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

Mr. Wilt moved for Findings of Fact; Mr. Passafume seconded the motion. Motion passed (Aye-8/Nay-0).

Mr. Wilt moved for Conclusions of Law; Mr. Cox seconded the motion. Motion passed (Aye-8/Nay-0).

Mr. Passafume moved for Action of the Board; Ms. Yarosh seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

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**11:03 a.m.** Mr. Cox provided the PAPC Committee report.

Mr. Passafume provided Medical Marijuana Advisory Committee update.

Mr. Griffin provided the Compliance and Enforcement report.

Mr. Garner provided the OARRS/IT update.

Ms. Dehner provided the Legal report.

Ms. Galante provided the Licensing update.

**R-2018-171** The Board received an application for the Continuing Education Provider Status of **Anne Countway, RPh** (03-1-36154) Cuyahoga Falls, Ohio. Mr. Passafume moved that the Continuing Education Provider Status be approved. The motion was seconded by Ms. Rudell and approved by the Board: Aye-7/Abstain-1.

**11:40 a.m.** Mr. Weaver 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. Passafume and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

**12:00 p.m.** Executive Session concluded and the Board recessed for lunch.

**1:47 p.m.** The meeting reconvened in the Hearing Room.

**Dave Morris**, *Gilead Sciences, Inc.* appeared before the Board with a request to delay the implementation of R-2018-022, *Non-Controlled Dangerous Drug Licensure Verification Prior to the Sale of Sample Drugs or Complimentary Supplies*.

**2:07 p.m.** Mr. McNamee introduced the Board's new Legislative Liaison, **Ali Simon**.

Mr. McNamee provided the Legislative update and requested resolutions.

**R-2018-172** Mr. Weaver moved that the Board approve 4729:3-3-02 as amended. The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

**R-2018-173** Mr. Passafume moved that the Board adopt the following Resolution:

**Stocking Automated Drug Dispensing Units and Floor Stock within an Institutional Facility with Respect to Intravenous Fluids**

The Board hereby authorizes support personnel to stock automated drug dispensing units and floor stock with intravenous fluids that are non-controlled dangerous drugs and are not dispensed by an institutional pharmacy.

The motion was seconded by Mr. Weaver and approved by the Board: Aye-8.

**R-2018-174** Mr. Moné moved that the Board adopt the following Resolution:

**Support Personnel – Overwrapping/Packaging**

The Board hereby authorizes support personnel to overwrap/place in plastic dangerous drugs that have been compounded or dispensed by a terminal distributor of dangerous drugs.

The motion was seconded by Mr. Passafume and approved by the Board: Aye-7/Nay-1.

**R-2018-175** Mr. Weaver moved that the Board deny Resolution #3 'Entering of Patient-Specific Date into a Patient Profile by Support Personnel' as presented. The motion was seconded by Mr. Wilt and approved by the Board: Aye-6/Nay-2.

**R-2018-176** Mr. Cox moved that the Board adopt the following Resolution:

**Stocking Automated Drug Dispensing Units and Floor Stock by Licensed Health Care Professionals**

The Board hereby finds that any licensed health care professional authorized by Ohio law or rule to possess or handle dangerous drugs may stock automated drug dispensing units and floor stock at a location licensed as a terminal distributor of dangerous drugs.

The motion was seconded by Ms. Yarosh and **denied** by the Board: Aye-2/Nay-6.

**R-2018-177**

Mr. Passafume moved that the Board adopt the following Resolution:

**Stocking Automated Drug Dispensing Units and Floor Stock by Certified Pharmacy Technicians at a Location Licensed as a Terminal Distributor of Dangerous Drugs**

A certified pharmacy technician may stock an automated drug dispensing unit and floor stock at a location licensed as a terminal distributor of dangerous drugs if a pharmacist is not physically present at the licensed location only under the following circumstances:

- (1) A pharmacist is readily available to answer questions of the certified pharmacy technician;
- (2) A pharmacist is responsible for conducting routine verifications of the activities of the certified pharmacy technician to prevent the diversion of dangerous drugs; and
- (3) A pharmacist is fully responsible for all activities conducted by the certified pharmacy technician at the licensed location.

The Board hereby authorizes an amendment to rule 4729:3-3-04 of the Administrative Code to incorporate this resolution for filing with the Common Sense Initiative and the Joint Committee on Agency Rule Review.

The motion was seconded by Mr. Weaver and approved by the Board: Aye-7/Nay-1.

**R-2018-178**

Mr. Moné moved that the Board adopt the following Resolution:

**Entering of Patient-Specific Data into a Patient Profile by Support Personnel**

Pursuant to rule 4729:3-3-01, the Board hereby authorizes support personnel to enter demographic and insurance information into a patient's profile.

The motion was seconded by Mr. Wilt and approved by the Board: Aye-6/Nay-2.

**3:20 p.m.**

Mr. Weaver 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. Newlon and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

**3:47 p.m.** Executive Session concluded and the Board recessed for the day.

**Tuesday, December 12, 2017**

**9:02 a.m.** The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Megan E. Marchal, RPh, Presiding; Joshua M. Cox, RPh; Richard J. Newlon, Public Member; Michael A. Moné, RPh; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; and Shawn C. Wilt, RPh.

Kilee S. Yarosh, RPh—Absent.

**R-2018-179** Mr. Wilt moved that the Conference Call Minutes of December 8, 2017, be approved as written. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

**R-2018-180** Mr. Passafume moved that the Board Meeting Minutes of November 13-14, 2017, be approved as amended. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6/Abstain-1.

**9:07 a.m.** Mr. Schierholt led a discussion regarding a pilot project the Board is pursuing related to linking potentially addicted patients with treatment services in conjunction with a federal grant received by the Board.

**9:25 a.m.** Mr. Weaver 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. Passafume and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné -yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

**9:43 a.m.** Executive Session concluded and the Board reconvened in the Hearing Room.

**R-2018-181** Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
Case No. 2017-2551-A**

**Centers for Comprehensive Pain Care  
c/o Jerome Yokiell, MD  
3755 Orange Place, Suite #103  
Beachwood, OH 44122  
License No. 02-2182600**



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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Centers for Comprehensive Pain Care, for the purpose of resolving all issues between the parties relating to the Board investigation of Dr. Jerome Yokiel's drug abuse which led to the summary suspension of Centers for Comprehensive Pain Care's Terminal Distributor of Dangerous Drugs license. Together, the Board and Centers for Comprehensive Pain Care are referred to hereinafter as "the parties."

#### **JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Centers for Comprehensive Pain Care is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2182600.

#### **FACTS**

1. On or about October 18, 2017, the Board initiated an investigation of Centers for Comprehensive Pain Care, Terminal Distributor of Dangerous Drugs license number 02-2182600, related to Dr. Jerome Yokiel's drug abuse which led to the summary suspension of Centers for Comprehensive Pain Care's Terminal Distributor of Dangerous Drugs license.
2. On or about October 20, 2017, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Centers for Comprehensive Pain Care, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Centers for Comprehensive Pain Care neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 20, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

- 3. Centers for Comprehensive Pain Care voluntarily surrenders to the Board License No. 02-2182600 including registration to sell, deliver, or distribute dangerous drugs, with discipline pending.**
- 4. Centers for Comprehensive Pain Care may not apply nor reapply for licensure with the Board until the following terms are met:**

  - a. Centers for Comprehensive Pain Care agrees to pay the Board a total amount of \$10,000.00, by means of a cashier's check made payable to 'Treasurer, State of Ohio' mailed with the enclosed form to the Board Office at 77 South High Street 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126.**
  - b. Centers for Comprehensive Pain Care may not use as its Medical Director nor as its Responsible Person Dr. Jerome Yokiell, until a minimum of one-year has passed from the completion of the conclusion of any probation and/or all consent agreement(s) with the State Medical Board of Ohio, at which time Centers for Comprehensive Pain Care must petition the State of Ohio Board of Pharmacy to obtain permission for Dr. Yokiell's involvement with any licensure over which the State of Ohio Board of Pharmacy has jurisdiction.**
  - c. Upon reapplication, the State of Ohio Board of Pharmacy will only issue a license to Centers for Comprehensive Pain Care if all other requirements for Terminal Distributor of Dangerous Drugs Licenses are met.**
- 5. If Centers for Comprehensive Pain Care undergoes an ownership change that removes Dr. Jerome Yokiell from all activity related to the business, and the ownership change is not in violation of Rule 4729-9-19(B) of the Administrative Code, the Board will consider a new application if terms 4a and 4c are met.**
6. Centers for Comprehensive Pain Care agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which it currently holds a professional license.
7. Centers for Comprehensive Pain Care agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Centers for Comprehensive Pain Care understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Centers for Comprehensive Pain Care will operate.
10. Centers for Comprehensive Pain Care waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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**R-2018-182**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2017-2097**

**Tyler Smith**  
510 Jamescrest Drive  
Beckley, WV 25801  
**License No. 06-013313**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Tyler Smith, for the purpose of resolving all issues between the parties relating to the Board investigation of Tyler Smith's affirmative answer on the renewal application for his intern license, which indicated he had a record of arrest or criminal charges within the last 18 months. Together, the Board and Tyler Smith are referred to hereinafter as "the parties."

**JURISDICTION**

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the state of Ohio.
2. Tyler Smith is an Ohio-licensed pharmacy intern under license number 06-013313.

**FACTS**

1. On or about September 6, 2017, the Board initiated an investigation of Tyler Smith, pharmacist license number 06-013313, related to Tyler Smith's affirmative answer on the renewal application for his intern license, which indicated he had a record of arrest or criminal charges within the last 18 months.

2. Upon further investigation, the Board learned that Tyler Smith had a mental health related episode for which he received treatment, and also discovered that Tyler Smith was no longer enrolled in pharmacy school.

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. Tyler Smith voluntarily surrenders to the State of Ohio Board of Pharmacy his license and registration to practice pharmacy as an intern, license no. 06-013313.
3. Tyler Smith agrees to immediately return his license and wall certificate to the Board, if the Board is not already in possession of both.
4. Tyler Smith may reapply for an Ohio intern license at such time as he meets the qualifications for licensure as a pharmacy intern as set forth in the Ohio Revised Code and Ohio Administrative Code Chapter 4729:2.
5. Tyler Smith agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Tyler Smith understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Tyler Smith agrees and acknowledges that this Board 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 Board on renewal applications or applications for a new license.
8. Tyler Smith waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

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**R-2018-183**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2017-1698**

**Erik Pavlak, RPh**  
13930 Perfect Road  
Sunbury, Ohio 43074  
**License No. 03-1-24514**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Erik Pavlak, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Erik Pavlak's failure to obtain the required amount of continuing education units. Together, OSBP and Erik Pavlak 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. Erik Pavlak is a licensed pharmacist under license number 03-1-24514.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Erik Pavlak, pharmacist license number 03-1-24514. The audit showed he failed to complete the required hours.
2. On or about October 13, 2017, the OSBP sent a Notice of Opportunity for Hearing to Erik Pavlak, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Erik Pavlak neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 13, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Erik Pavlak.
4. Erik Pavlak agrees to pay to the Board a monetary penalty in the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Erik Pavlak must obtain, within 90 days from the effective date of this Agreement, 100 hours of approved continuing pharmacy education (10.0 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
6. Erik Pavlak agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Erik Pavlak understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Erik Pavlak 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.
9. Erik Pavlak waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2018-184**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2017-2226**

**Sara Matta**  
1665 Lindsey Road  
New Castle, PA 16105  
**License No. 03-1-29425**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Sara Matta, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Sara Matta's failure to obtain the required amount of continuing education units. Together, OSBP and Sara Matta 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. Sara Matta is a licensed pharmacist under license number 03-1-29425.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Sara Matta, pharmacist license number 03-1-29425. The audit showed she failed to complete the required hours.
2. On or about October 11, 2017, the OSBP sent a Notice of Opportunity for Hearing to Sara Matta, 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.

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. Sara Matta neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 11, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
  3. The State of Ohio Board of Pharmacy hereby reprimands Sara Matta.
  4. Sara Matta agrees to pay to the Board a monetary penalty in 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 Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
  5. Sara Matta must obtain, within 90 days from the effective date of this Agreement, 30 hours of approved continuing pharmacy education (3.0 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
  6. Sara Matta agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  7. Sara Matta understands that she has the right to be represented by counsel for review and execution of this agreement.
  8. Sara Matta 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.
  9. Sara Matta waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
  10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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**R-2018-185**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NOS. 2016-1567 & 2015-1444**

**Roxsan Pharmacy**  
c/o Paul Arena, CEO



465 N. Roxbury Avenue  
Los Angeles County, CA 90210  
**License No. 02-2576550**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Roxsan Pharmacy, for the purpose of resolving all issues between the parties relating to the Board investigation of the negative answer to the legal question on their change of ownership application. Together, the Board and Roxsan Pharmacy are referred to hereinafter as "the parties."

#### **JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Roxsan Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2576550.

#### **FACTS**

1. On or about May 21, 2015, the Board initiated an investigation of Roxsan Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2576550, related to Roxsan Pharmacy's negative answer to the legal question on their change of ownership application.
2. Records from Roxsan Pharmacy revealed drugs were dispensed without a license to 837 patients in Ohio from January 1, 2011 through March 19, 2012.
3. Roxsan failed to report controlled substances that were dispensed, to the Ohio Rx Reporting System. Approximately, 7,278 prescriptions were dispensed to Ohio residents on or about January 1, 2011 through November 24, 2015.
4. Roxsan failed to maintain and produce prescription records upon request of the Board.
5. On or about March 14, 2017, the Board sent a Notice of Opportunity for Hearing to Roxsan Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Roxsan Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 14, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Roxsan Pharmacy agrees to pay to the Board a monetary penalty the amount of \$7,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Roxsan Pharmacy agrees to a period of 18 months' probation, with the supervision of the Board's probation committee.
5. Roxsan Pharmacy agrees to appoint an Ohio licensed pharmacist, with no prior disciplinary action, as the Responsible Person.
6. Roxsan Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Roxsan Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Roxsan Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Roxsan Pharmacy by the Board and will NOT discharge Roxsan Pharmacy from any obligation under the terms of this Agreement.
8. Roxsan Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Roxsan Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Roxsan Pharmacy will operate.

11. Roxsan Pharmacy waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

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

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

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**R-2018-186**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2017-2230**

**Maria A. Yoder**  
1526 Secrest Rd.  
Wooster, Ohio 44691  
**License No. 03-1-31856**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Maria A. Yoder, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Maria A. Yoder's failure to obtain the required amount of continuing education units. Together, OSBP and Maria A. Yoder 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. Maria A. Yoder is a licensed pharmacist under license number 03-1-31856.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Maria A. Yoder, pharmacist license number 03-1-31856. The audit showed she failed to complete the required hours.

2. On or about October 25, 2017 the OSBP sent a Notice of Opportunity for Hearing to Maria A. Yoder, 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.

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. Maria A. Yoder neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 25, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Maria A. Yoder.
4. Maria A. Yoder agrees to pay to the Board a monetary penalty in 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 Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Maria A. Yoder must obtain, within 90 days from the effective date of this Agreement, 4.0 hours (0.4 CEUs) approved continuing pharmacy education in law and 15.5 hours (1.55 CEUs) approved continuing pharmacy education in general topics, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
6. Maria A. Yoder agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Maria A. Yoder understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Maria A. Yoder 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.
9. Maria A. Yoder waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.

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

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

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

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**R-2018-187**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2016-2261**

**Mandy Lynn Gilmour**  
18069 Crooked Tree Road  
P.O. Box 99  
Dexter City, OH 45727  
**License No. 03-2-23567**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mandy Lynn Gilmour, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing at Shrivvers Pharmacy. Together, the Board and Mandy Lynn Gilmour are referred to hereinafter as “the parties.”

**JURISDICTION**

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Mandy Lynn Gilmour is an Ohio-licensed pharmacist under license number 03-2-23567.

**FACTS**

1. On or about November 8, 2016, the Board initiated an investigation of Mandy Lynn Gilmour, pharmacist license number 03-2-23567, related to Mandy Lynn Gilmour’s error in dispensing.
2. On or about October 31, 2017 the Board sent a Notice of Opportunity for Hearing to Mandy Lynn Gilmour, 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.

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. Mandy Lynn Gilmour neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 31, 2017 however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mandy Lynn Gilmour agrees to pay to the Board a monetary penalty in the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Mandy Lynn Gilmour must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Mandy Lynn Gilmour agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Mandy Lynn Gilmour understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Mandy Lynn Gilmour agrees and acknowledges that this Board 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 Board on renewal applications or applications for a new license.
8. Mandy Lynn Gilmour waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

**R-2018-188**

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2017-2238**

**Anne Metzger**  
3060 New Hope Road  
Xenia, Ohio 45385  
**License No. 03-1-27204**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Anne Metzger, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Anne Metzger's failure to obtain the required amount of continuing education units. Together, OSBP and Anne Metzger 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. Anne Metzger is a licensed pharmacist under license number 03-1-27204.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Anne Metzger, pharmacist license number 03-1-27204. The audit showed she failed to complete the required hours.
2. On or about November 29, 2017, the OSBP sent a Notice of Opportunity for Hearing to Anne Metzger, 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.

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. Anne Metzger neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 29, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Anne Metzger.
4. Anne Metzger agrees to pay to the Board a monetary penalty in 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 Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Anne Metzger must obtain, within 90 days from the effective date of this Agreement, 2 hours of approved continuing pharmacy education (0.2 CEUs) in law, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
6. Anne Metzger agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Anne Metzger understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Anne Metzger 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.
9. Anne Metzger waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2018-189**

Ms. Marchal announced that the Notice of Opportunity for Hearing issued to **Jennifer Picha, RPh**, Case No. 2017-2294, is hereby dismissed.



- R-2018-190** Ms. Marchal announced that the Notice of Opportunity for Hearing issued to **Celeste Henry, RPh**, Case No. 2017-2286, is hereby dismissed.
- R-2018-191** Ms. Marchal announced that the Notice of Opportunity for Hearing issued to **Cherly Busse, RPh**, Case No. 2017-2220, is hereby dismissed.
- 9:46 a.m.** The Board discussed the request of Gilead Sciences, Inc. The discussion was then postponed until 11:15 a.m.
- 10:02 a.m.** The Board recessed briefly.
- 10:12 a.m.** The Board reconvened in the Hearing Room.
- The Board was joined by Assistant Attorney General Yvonne Tertel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Ariel Connelly**, Parma, Ohio.
- 10:51 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. Moné and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné-yes; Passafume-yes; Rudell-yes; Weaver-yes; and Wilt-yes
- 11:13 a.m.** The recess ended and the hearing was opened to the public.
- R-2018-192** Ms. Marchal announced that the Notice of Opportunity for Hearing issued to **Ariel Connelly** is hereby dismissed and her Intern license is granted effective immediately.
- 11:15 a.m.** *Gilead Sciences, Inc.* discussion continued.
- R-2018-193** Mr. Moné moved that the Board rescind R-2018-022. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.
- R-2018-194** Ms. Marchal announced that the Notice of Opportunity for Hearing issued to **Sarah Zeroual, RPh**, Case No. 2017-2242, is hereby dismissed.
- R-2018-195** Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2016-2080**

**Professional Pharmacy & Compounding Services**  
c/o Azubuez Ikejiani, RPh

3921 NW 7<sup>th</sup> Street  
Miami, FL 33126  
**License No. 02-2476400**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Professional Pharmacy & Compounding Services, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales to an unlicensed facility. Together, the Board and Professional Pharmacy & Compounding Services are referred to hereinafter as "the parties."

#### **JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Professional Pharmacy & Compounding Services is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2476400.

#### **FACTS**

1. On or about September 18, 2016, the Board initiated an investigation of Professional Pharmacy & Compounding Services, Terminal Distributor of Dangerous Drugs license number 02-2476400, related to Professional Pharmacy & Compounding Services' illegal sales to an unlicensed facility.
2. On or about July 18, 2017, the Board sent a Notice of Opportunity for Hearing to Professional Pharmacy & Compounding Services, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 26, 2017, Professional Pharmacy & Compounding Services timely requested an administrative hearing, which was subsequently scheduled for December 13, 2017.

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. Professional Pharmacy & Compounding Services neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 18, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

**3. PROFESSIONAL PHARMACY & COMPOUNDING SERVICES VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY LICENSE NO. 02-2476400 INCLUDING REGISTRATION TO SELL, DELIVER, OR DISTRIBUTE DANGEROUS DRUGS, WITH DISCIPLINE PENDING.**

**4. Prior to consideration of any application for licensure, Professional Pharmacy & Compounding Services must make payment in the amount of \$10,700. Payment precedent includes all license applications under Chapters 3719., 3796., or 4729. of the Revised Code.**

5. Professional Pharmacy & Compounding Services agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which it currently holds a professional license.

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

7. Professional Pharmacy & Compounding Services 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 Professional Pharmacy & Compounding Services will operate.

9. Professional Pharmacy & Compounding Services waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws its request for a hearing in this matter and waives any right to an appeal.

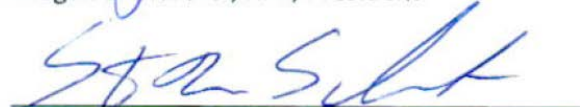
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11:38 a.m.** Mr. Weaver 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. Rudell and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné - yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

**12:38 p.m.** Executive Session concluded and the meeting adjourned.

  
Megan E. Marchal, RPh, President

11/9/18  
Date

  
Steven W. Schierholt, Esq., Executive Director

11/9/18  
Date

The following candidates for licensure by reciprocity participated in a discussion of pharmacy laws and rules with Ms. Terri Ghittman, *OARRS Pharmacist*, in Room South B&C, 31<sup>st</sup> Floor of the Vern Riffe Center for the Government and the Arts:

SAMUEL ACHEAMPONG	03-3-37786
TAMMY LYNN BERRY	03-3-37807
REBECCA LYNN CAIN	03-3-37727
ANDREA CARETHERS	03-3-37790
RACHEL CARRIGAN	03-3-37762
JAMES P. COPPLE	03-3-37766
JENNIFER LYNN COPPLE	03-3-37795
CHRISTOS DELMADOROS	03-3-37763
JOSEPH F. DININNO	03-3-37755
AMANDA MARIE GORDON	03-3-37753
JASON RYAN HOWARD	03-3-37782
ASHINI ASHWIN KAPADIA	03-3-37771
CYNTHIA KASTEN	TO BE ASSIGNED
MATTHEW L. KELSO	03-3-37802
RAVI M. KUCHIBHOTLA	03-3-37768
KYUNG JUN LEE	03-3-37767
MICHAEL THOMAS MABREY	03-3-37757
TRAVIS MICHAEL MCBROOM	03-3-37625
DAVID WILLIAM MCKNIGHT	03-3-37756
JODI LYNN MUMAU	03-3-37743
JAMES THOMAS PAYNE	03-3-37754
JONATHAN ROSEN	03-3-37777
CHRISTOPHER PAUL TANSKI	03-3-37780
BRADY TEUSCHER	03-3-37663
ADA WU	03-3-37784
SELMA YAMAMOTO	03-3-37783