

**MINUTES OF THE NOVEMBER 12, 2024**  
**MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

**Tuesday, November 12, 2024**

**10:01 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, for a public meeting, with the following members present:

Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Trina Buettner, RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh.; Christine Pfaff, RPh.

Absent: Anthony Buchta, Sr., RPh

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; and Jennifer Nelson, *Legal Administrative Assistant*.

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**10:02 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 **Pradeep Pandya, Dublin, Ohio.**

**R-2025-0212** Mr. Huston 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. Grimm and approved by the Board: Yes-7, No-0.

**11:23 a.m.** The deliberation ended and the hearing opened to the public.

**R-2025-0213** After votes were taken in public session, the Board adopted the following order in the Matter of Pradeep Pandya, Dublin, Ohio.

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**ORDER OF THE OHIO BOARD OF PHARMACY**

(Case Number A-2024-0376)

In The Matter Of:  
**Pradeep Pandya, RPh**  
7019 Old Bridge Lane W  
Dublin, OH 43016

(Pending License No. APP-000833117)

### INTRODUCTION

The Matter of Pradeep Pandya, RPh, came for hearing on November 12, 2024, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice- President*; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Anthony Buchta, Sr., RPh; Absent.

Pradeep Pandya, RPh, was present and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

### SUMMARY OF EVIDENCE

#### State's Witnesses:

1. Pradeep Pandya, Respondent
2. Dana Sutherland, Agent, Ohio Board of Pharmacy

#### Respondent's Witnesses:

1. Pradeep Pandya

#### State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Application
5. Michigan Discipline
6. Maryland Discipline
7. Maryland Reinstatement
8. Superseding Indictment
9. Guilty Plea
10. Sentencing Memo of the Government
11. Sentencing Memo of the Defendant
12. Sentencing Order
13. Motion for Habeas Corpus

14. Denial of Motion for Habeas Corpus

15. Docket

Respondent's Exhibits:

- A. Request to Reciprocate Pharmacist License
- B. Judgment of Sentence
- C. Inmate Skills Development Plan
- D. Report and Order Terminating Supervised Release
- E. CPE Monitor Activity Transcript
- F. Pharmacy Experience Affidavit
- G. Pharmacy Experience Affidavit
- H. Basic Life Support Certificate
- I. Maryland Pharmacist Registration
- J. Letter
- K. Letters
- L. Criminal History Record Check
- M. Gifthealth, Inc. Letter

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. One or more conviction(s), judicial finding(s) of guilt, or plea(s) of guilty disqualifies Pradeep Pandya from receiving a pharmacist license, pursuant to section 9.79 of the Ohio Revised Code. Specifically:
  - a. On Pradeep Pandya's application submitted on or about June 1, 2024, he answered "Yes" to the question inquiring whether he had ever been arrested for, or convicted of, a felony or misdemeanor drug offense under state or federal law.
    - i. On or about June 30, 2015, Pradeep Pandya pled guilty to one count of health care fraud conspiracy in violation of 21 USC 1349 and 21 USC 1347, and one count of conspiracy to distribute controlled substances in violation of 21 USC 846 and 21 USC 841(b)(1)(c). Pradeep Pandya was sentenced to 27 months in prison and three years of supervised release. He

was also ordered to pay \$3,100,000 in restitution. *United States v. Pandya*, U.S. District Court for E.D. of Mich., Case No. 2:11-cr-20468.

2. On or about August 28, 2015, the Michigan Board of Pharmacy revoked Pradeep Pandya's pharmacist license and ordered that he pay \$100,000 prior to filing an application for reinstatement.
3. On or about September 17, 2019, the Maryland Board of Pharmacy denied Pradeep Pandya's reinstatement application and stated that it would not consider another application for reinstatement for three years. On or about August 11, 2023, the Maryland Board of Pharmacy entered a Consent Order reinstating his pharmacist license without restrictions.

#### CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of (A) of section 4729.16 of the Ohio Revised Code (ORC) effective as of April 6, 2023:
  - a. Has been convicted of a felony, or a crime of moral turpitude, as defined in section 4776.10 of the Revised Code, ORC Section 4729.16 (A)(2)(a); and
  - b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
  - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
  - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
2. Such conduct as set forth in the Findings of Fact Section, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the Ohio Administrative Code (OAC) as effective April 25, 2022:
  - a. Has a criminal conviction for, judicial finding of guilt of, or plea of guilty to a disqualifying offense, OAC Rule 4729:1-4-01(B)(2)(a); and
  - b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and

- c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
- d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
- e. Has been the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction:
  - i. A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:1-4-01(B)(2)(m)(i); and
  - ii. A disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing, compounding, supplying or selling a controlled substance or other dangerous drug, OAC Rule 4729:1-4-01(B)(2)(m)(ii).

#### DECISION OF THE BOARD

This matter came before the Board pursuant to Section 4729.16 of the Ohio Revised Code and Rule 4729:1-4-01 of the Ohio Administrative Code. The Board has considered the record as a whole, including all admitted Exhibits, Findings of Fact 1, 2, and 3 (inclusive), Conclusions of Law 1 and 2 (inclusive), and the factors listed in Section 9.79(D)(1)(a)-(e) of the Ohio Revised Code, as set forth with particularity in the Notice of Opportunity for Hearing.

Specifically, the Board finds that: 1. The offenses constitute drug abuse and fraud offenses involving the practice of pharmacy. 2. Although it has been nine years since the conviction, given the seriousness of the offenses and the fact that they occurred in the practice of pharmacy, the Board find them to be of continuing relevance. 3. Given the proximity to dangerous drugs, including controlled substances, and confidential patient health information, coupled with the nature and seriousness of the offenses and the pattern of behavior and judgment that demonstrates a compromised ability to consistently ensure patient safety, the convictions disqualify Pradeep Pandya from holding a pharmacist license in Ohio.

The Ohio Board of Pharmacy hereby **permanently denies** the Application for a license to practice pharmacy as a pharmacist in the State of Ohio, APP-000833117, submitted by Pradeep Pandya on or about June 1, 2024. Pradeep Pandya may not apply for any license or registration over which the Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.

Mr. Grimm moved for Findings of Fact; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

Mr. Grimm moved for Conclusions of Law; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

Mr. Grimm moved for Action of the Board; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

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**11:26 a.m.**

Andy Pierron led a discussion titled Proposed Changes to Drug Testing of Pro Clients.

**R-2025-0214**

Ms. Buettner made a motion to change probationary terms going forward and allow respondents with a current Board Order to change their monitoring requirements and modify their current contracts upon recommendation by the board approved monitor. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**11:46 a.m.**

Ms. Defiore-Hyrmer provided the OARRS Report.

**11:50 a.m.**

Mr. Griffin provided the Compliance and Enforcement Report.

**11:55 a.m.**

Ms. Wai presented the Intern/Pharmacist Ratio Request from The Kroger Co. DBA Kroger Health Connect, UC to the Board for consideration.

**R-2025-0215**

Mr. George moved that the Board grant the request of the The Kroger Co. DBA Kroger Health Connect, UC. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Pursuant to OAC 4729:2-1-01 (M)(3), the Board hereby approves a 1:5 Pharmacist to Pharmacy Intern ratio for Kroger Health Connect (Terminal Distributor License No. 0234000017) indefinitely.

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**11:59 a.m.**

Ms. Wai presented a request from HealthSource of Ohio to start a Prescription Pick-Up Kiosk Pilot Project. The Board tabled a decision on this matter.

- 12:46 p.m.** The Board took a brief Recess.
- 1:16 p.m.** The Board returned to public session
- 1:17 p.m.** Mr. McNamee provided the Legislative Report.
- 1:19 p.m.** Mr. McNamee provided an update on Compounding Rules.
- 1:20 p.m.** Mr. McNamee presented three resolutions titled Purchase of IV and Peritoneal Dialysis Solutions from Non-Ohio Licensed Out-of-State Facilities, Non-Patient Specific Drug Compounding by In-State Pharmacies for Hospitals and EMS, and Extension of IV Fluid Hang Times Inside an ISO Class 5 PEC.
- R-2025-0216** Ms. Pfaff moved that the Board approve the Resolutions. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0 and the following resolutions were adopted by the Board:

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***āndicates resolutions was authorized by the Board President in accordance with a Board resolution adopted on May нзцццц***

**1) Purchase of IV and Peritoneal Dialysis Solutions from Non-Ohio Licensed Out-of-State Facilities\***

An Ohio terminal distributor of dangerous drugs that meets the requirements of this resolution may purchase IV and peritoneal dialysis solutions and related non-controlled dangerous drugs from an unlicensed pharmacy, wholesale distributor of dangerous drugs, third-party logistics provider, outsourcing facility, or manufacturer of dangerous drugs located in another state to alleviate a drug shortage if all the following apply:

1. The terminal distributor of dangerous drugs is any of the following:
  - A hospital;
  - An emergency medical service (EMS) organization; or
  - A pharmacy engaged in the compounding of IV solutions.
2. The unlicensed location (i.e., the seller) is appropriately licensed in its home state and documentation of the license verification is maintained by the Ohio terminal distributor of dangerous drugs for three years from the date of each purchase.

3. The terminal distributor is purchasing any of the following:
  - IV solutions;
  - Peritoneal dialysis solutions; or
  - Any other non-controlled drug intended to mitigate supply disruptions of IV and peritoneal dialysis solutions (ex. concentrated sodium chloride, dextrose, saline flushes, diluent vials for IV push, etc.).
4. The terminal distributor is conducting such purchases to minimize supply disruptions of IV and peritoneal dialysis solutions due to Hurricane Helene.
5. The terminal distributor complies with all record keeping requirements for each dangerous drug received from any pharmacy, wholesale distributor, third-party logistics provider, outsourcing facility, or manufacturer not licensed in Ohio.
6. All documentation and records required above shall be maintained and readily retrievable for three years following purchase.
7. The dangerous drug was produced by an authorized FDA registered drug manufacturer or outsourcing facility.
8. The terminal distributor submits an Out-of-State Purchase Form (included with this resolution) to the Board of Pharmacy via email ([compliance@pharmacy.ohio.gov](mailto:compliance@pharmacy.ohio.gov)) prior to purchasing any drugs from the unlicensed seller. Only one form per unlicensed location must be submitted by the terminal distributor during the effective period of this resolution. **NOTE:** If a terminal distributor purchases from multiple unlicensed sellers, the terminal distributor will need to submit a form for each facility.
9. An unlicensed pharmacy, wholesale distributor of dangerous drugs, third-party logistics provider, outsourcing facility, or manufacturer of dangerous drugs located in another state shall not be found in violation of Ohio law if they sell to a terminal distributor that meets the requirements of this resolution.
10. The dangerous drugs purchased shall be either of the following:
  - FDA approved or, if imported by another country, listed on the [FDA's temporary importation list](#); or
  - A compounded drug product prepared by a pharmacy or outsourcing facility.

## **2) Non-Patient Specific Drug Compounding by In-State Pharmacies for Hospitals and EMS\***



1. An in-state hospital pharmacy may distribute compounded drug products, as specified in this resolution, to another terminal distributor under common ownership or control of a hospital if 503B outsourcing facilities are unable to provide the compounded sterile products (CSP) in a reasonable period of time to meet patient need. The CSPs may be dispensed patient-specifically or may be provided as non-patient specific anticipatory CSPs in accordance with ORC 4729.01.
2. An in-state pharmacy may distribute compounded drug products, as specified in this resolution, to a hospital pharmacy or other entity under common ownership or control of a hospital if the hospital pharmacy is unable to compound sterile drugs to meet the demand of its own patients and 503B outsourcing facilities are unable to provide the compounded sterile products (CSP) in a reasonable period of time to meet patient need. The CSPs may be dispensed patient-specifically or may be provided as non-patient specific anticipatory CSPs in accordance with ORC 4729.01.
3. An in-state pharmacy, including a hospital pharmacy, may distribute compounded drug products, as specified in this resolution, to an emergency medical services (EMS) organization if the EMS organization is unable to obtain IV solutions to meet the demand of its own patients and 503B outsourcing facilities are unable to provide the compounded sterile products (CSP) in a reasonable period of time to meet patient need.
4. As used in this resolution, compounded drug products mean any of the following:
  - IV solutions;
  - Peritoneal dialysis solutions; or
  - Any other non-controlled drug intended to mitigate supply disruptions of IV and peritoneal dialysis solutions (ex. concentrated sodium chloride, dextrose, saline flushes, diluent vials for IV push, etc.).
5. All pharmacies shall comply with the beyond-use dating and all other requirements of USP 797 (NOTE: This is the version in effect on March 10, 2020, and not the newest version).
6. All pharmacies shall maintain all required records of the transfer or distribution of these compounded drug products in accordance with OAC 4729:5.

### **3) Extension of IV Fluid Hang Times Inside an ISO Class 5 PEC\***

This resolution extends the time where a punctured conventionally manufactured product must be used within an Ohio hospital licensed as a terminal distributor of dangerous drugs.

1. As used in this resolution, “a conventionally manufactured pharmacy bulk package” means a container of a sterile product for parenteral use that contains many single doses. The contents are intended for use in a pharmacy admixture program that are restricted to the sterile preparation of admixtures for infusion or, through a sterile transfer device (i.e., closed system transfer device or iv spike adapters with needle-free connection) for the filling of empty sterile containers.
  2. The conventionally manufactured pharmacy bulk package must be entered or punctured only in an ISO Class 5 PEC and maintained within the PEC.
  3. The conventionally manufactured pharmacy bulk package may be used up to 24 hours after initial entry or puncture, unless the manufacturer’s instructions specifically permit a timeframe longer than 24 hours.
  4. The hospital utilizing this resolution shall only do so to minimize supply disruptions of IV and peritoneal dialysis solutions.
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**1:23 p.m.**

Mr. McNamee presented rules *4729:3-3-06 - Immunization administration by certified and registered pharmacy technicians (AMEND)*, *4729:8-3-03 - Electronic format required for the transmission of drug sales (RESCIND CURRENT/NEW)*, *4729:1-2-01 - Criteria for licensure by examination (AMEND)* to the Board for approval.

**R-2025-0217**

Mr. George moved that the Board approve rules *4729:3-3-06 - Immunization administration by certified and registered pharmacy technicians (AMEND)*, *4729:8-3-03 - Electronic format required for the transmission of drug sales (RESCIND CURRENT/NEW)*, *4729:1-2-01 - Criteria for licensure by examination (AMEND)* for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**1:28 p.m.**

Mr. McNamee presented rule *4729:5-5-26 - Outpatient pharmacy delivery services. (NEW)* to the Board for approval.

**R-2025-0218**

Mr. Grimm moved that the Board approve rule *4729:5-5-26 - Outpatient pharmacy delivery services. (NEW)* for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**2:08 p.m.**

The Board took a brief recess.

**2:13 p.m.**

The Board returned to public session

**R-2025-0219**

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician Jennifer Brooks, Independence, Kentucky, Mr. Grimm moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Jennifer Brooks, Independence, Kentucky (09-320552). The motion was seconded by Mr. Miller and approved by the Board: Yes-7, No-0.

**R-2025-0220**

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacy Technician Trainee Jalen King, Dayton, Ohio, Mr. George moved that the Board summarily suspend the Pharmacy Technician Trainee license belonging to Jalen King, Dayton, Ohio (09-130382). The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**R-2025-0221**

The Board summarily suspended the Registered Pharmacy Technician license belonging to Karen Hawk, Fairborn, Ohio (License Number 09-220413), under the authority of Sections 3719.121(C) and 4729.96 of the Revised Code.

**2:27 p.m.**

Mr. Grimm left the Board Meeting for a short time.

**R-2025-0222**

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician Velicia Webster, Columbus, Ohio, Mr. Miller moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Velicia Webster, Columbus, Ohio (09-303990). The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

**R-2025-0223**

Ms. Ferris announced the dismissal of the Notice of Opportunity for Hearing issued on May 3, 2024, in the matter of Jonathan Westmeyer (Case No. A-2023-0447).

**R-2025-0224**

Ms. Ferris announced the dismissal of the Notice of Opportunity for Hearing issued on July 23, 2024, in the matter of Kendall Wilson (Case No. A-2024-0235).

**R-2025-0225**

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

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**IN THE MATTER OF:  
Case No. A-2024-0347  
Courtney Nicgorski  
*PENDING* Registration No. APP-000839965**

201 Chelsea St.  
Enon Valley, PA 16120

### **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 Courtney Nicgorski, for the purpose of resolving all issues between the parties relating to Courtney Nicgorski's application for a certified pharmacy technician registration. Together, the Board and Courtney Nicgorski are referred to hereinafter as "the parties."

### **JURISDICTION**

1. Pursuant to Section 4729.96 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 Sections 4729.90 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. On or about May 9, 2024, Courtney Nicgorski submitted an application for registration as a certified pharmacy technician in the state of Ohio, APP-000839965.

### **FACTS**

1. The Board initiated a background investigation of Courtney Nicgorski, applicant for a certified pharmacy technician registration, application number APP-000839965.
2. On or about September 12, 2024, the Board sent a Notice of Opportunity for Hearing to Courtney Nicgorski which outlined the allegations and provided notice of the right to a hearing, the rights in such hearing, and the 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 proceedings.

### **TERMS**

NOW WHEREFORE, in consideration of the mutual promises wherein 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. Courtney Nicgorski neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 12, 2024; 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. The Board agrees to grant Courtney Nicgorski a certified pharmacy technician registration pursuant to license application APP-000839965.
4. Courtney Nicgorski's certified technician registration in Ohio is subject to a period of probation for one year beginning on the effective date of this Agreement. Probationary terms include the following conditions:
  - a. Courtney Nicgorski must enter into and adhere to the terms of a contract, signed within thirty days after the effective date of this Agreement, with a Board approved treatment monitor for a period of one year and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of this Agreement and subject Courtney Nicgorski to potential sanctions up to and including revocation of registration. The monitoring contract must provide that:
    - i. Random, observed urine drug screens shall be conducted at least once each month.
    - ii. 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.
    - iii. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
    - iv. 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.
    - v. In the event of a negative diluted screen, a hair sample test must be completed at the cost of Courtney Nicgorski in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
    - vi. Courtney Nicgorski must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.

- vii. 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.
  - viii. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
  - ix. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- b. Courtney Nicgorski shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract, the Board shall treat these results as a violation of this Agreement and request Courtney Nicgorski to appear before the Board for possible additional sanctions, including and up to revocation of registration.
  - c. Courtney Nicgorski shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Courtney Nicgorski to appear before the Board for possible additional sanctions, including and up to revocation of license.
5. Courtney Nicgorski agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  6. Courtney Nicgorski understands that she has the right to be represented by counsel for review and execution of this agreement.
  7. Courtney Nicgorski 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. Courtney Nicgorski waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter 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.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

**R-2025-0226**

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

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**IN THE MATTER OF:**  
**CASE NO. A-2022-0599**  
**Rite Aid #4825**  
**License No. 02-1062800**  
1158 Wilmington Avenue  
Dayton, OH 45420

**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 Rite Aid #4825 for the purpose of resolving all issues between the parties relating to the Board investigation of Nurse Practitioner Raha Powell, Delhi's former Responsible Person's, fraudulent prescription writing and subsequent criminal conviction. Together, the Board and Rite Aid #4825 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Rite Aid #4825 was a licensed Terminal Distributor of Dangerous Drugs under license number 02-1062800.

**FACTS**

1. The Board initiated an investigation of Rite Aid #4825, Terminal Distributor of Dangerous Drugs license number 02-1062800, related to Rite Aid #4825's failure to have a responsible person from August 17, 2022 to November 2, 2022.
2. On or about May 3, 2024 the Board sent a Notice of Opportunity for Hearing to Rite Aid #4825, 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 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. Rite Aid #4825 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 3, 2024; 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. Rite Aid #4825 agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Rite Aid #4825's TDDD license, number 02-1062800.
5. Rite Aid #4825 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.
6. Rite Aid #4825 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 Rite Aid #4825 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 Rite Aid #4825 by the Board and will NOT discharge Rite Aid #4825 from any obligation under the terms of this Agreement.

7. Rite Aid #4825 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Rite Aid #4825 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 Rite Aid #4825 will operate.
10. Rite Aid #4825 explicitly withdraws its request for a hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0227**

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

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**IN THE MATTER OF:**  
**CASE NO. A-2024-0047**  
**Amanda Whitman**  
***Pending App. No. APP-000773271***  
16011 N. Nebraska Ave., Suite 103  
Lutz, FL 33549

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Amanda Whitman, for the purpose of resolving all issues between the parties relating to the Board investigation of Amanda Whitman’s application for a license to practice pharmacy as a pharmacist in the State of Ohio. Together, the Board and Amanda Whitman 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Amanda Whitman has applied for licensure as a pharmacist by reciprocity in the state of Ohio under application number APP-000773271.

**FACTS**

1. The Board initiated an investigation of Amanda Whitman’s application related to her disclosure of prior discipline in the State of Florida based on her dispensation of sixty (60) alprazolam 2 mg tablets for her dog using a fraudulent prescription.
2. On or about March 21, 2024, the Board sent a Proposal to Deny/Notice of Opportunity for Hearing to Amanda Whitman, 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 March 26, 2024, Amanda Whitman timely requested an administrative hearing, which was subsequently scheduled for November 12, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Amanda Whitman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 21, 2024; 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. Amanda Whitman agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Amanda Whitman's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.
4. Amanda Whitman must obtain five hours of approved continuing pharmacy education (0.5 CEUs) which may not also be used for license renewal. The 0.5 CEUs must be completed within 180 days from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Upon payment of the monetary penalty and completion of the continuing education requirements, the Board will issue Amanda Whitman a pharmacist license by reciprocity.
6. Amanda Whitman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Amanda Whitman understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Amanda Whitman 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 she currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Amanda Whitman explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, 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. 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.
  13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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**R-2025-0228**

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

**IN THE MATTER OF:  
CASE NO. A-2023-0206**

**Amanda Barnett, RPh  
License No. 03-325622**  
1750 Section Line Road 30 South  
Williard, Ohio 44890

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Amanda Barnett, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of a criminal conviction. Together, the Board and Amanda Barnett 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Amanda Barnett is a licensed pharmacist in the state of Ohio under license number 03-325622.

**FACTS**

1. The Board initiated an investigation of Amanda Barnett, pharmacist license number 03-325622, related to a criminal conviction.
2. On or about July 22, 2024, the Board sent a Notice of Opportunity for Hearing to Amanda Barnett, 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 July 25, 2024, Amanda Barnett timely requested an administrative hearing, which was subsequently scheduled for March 3, 2025. The matter was settled via this Agreement in lieu of hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Amanda Barnett neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 22, 2024; 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. The Board hereby imposes a written reprimand on Amanda Barnett's pharmacist license, number 03-325622.
4. Amanda Barnett agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Amanda Barnett understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Amanda Barnett 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 she currently holds a professional license, including the Board on renewal applications or applications for a new license.

7. Amanda Barnett explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
  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.
  11. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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**R-2025-0229**

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

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**IN THE MATTER OF:  
CASE NO. A-2021-0503  
Whitacres Pharmacy  
License No. 02-0721900  
1574 Lagonda Ave.  
Springfield, OH 45503**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Whitacres Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of failure to adequately supervise dangerous drug stock, incomplete or inaccurate dispensing records, and additional violations found during inspection. Together, the Board and Whitacres 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Whitacres Pharmacy was a licensed Terminal Distributor of Dangerous Drugs under license number 02-0721900.

**FACTS**

1. The Board initiated an investigation of Whitacres Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0721900, related to the theft of controlled substances by pharmacy employees. This investigation further resulted in an inspection of the pharmacy which revealed additional pharmacy law violations.
2. On or about August 5, 2024, the Board sent a Notice of Opportunity for Hearing to Whitacres 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.
3. On or about August 21, 2024, Whitacres Pharmacy, through counsel Randall M. Comer, timely requested an administrative hearing, which was subsequently scheduled for March 5, 2025.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Whitacres Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 5, 2024; 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. Whitacres Pharmacy agrees to pay to the Board a monetary penalty the amount of \$3,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must

login to [www.license.ohio.gov](http://www.license.ohio.gov) and process the items in your cart. If paying by check, it can be mailed or physically brought to the Board Office M – F; 9:00am – 4:00pm. Checks must be certified, or a cashier’s check, made payable to ‘**Ohio Treasurer of State**’ and identifying the case number.

4. The Board hereby imposes a written reprimand on Whitacres Pharmacy’s TDDD license, number 02-0721900.
5. Whitacres 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.
6. Whitacres 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 Whitacres 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 Whitacres Pharmacy by the Board and will NOT discharge Whitacres Pharmacy from any obligation under the terms of this Agreement.
7. Whitacres Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Whitacres Pharmacy 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 Whitacres Pharmacy will operate.
10. Whitacres Pharmacy explicitly withdraws its request for a hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0230**

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

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**IN THE MATTER OF:  
CASE NO. A-2023-0097  
Smith Drug Company  
License No. 01-2661250  
520 Arrowhead Dr.  
Carey, OH 43316**

**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 Smith Drug Company, for the purpose of resolving all issues between the parties relating to the Board investigation of Smith Drug Company's failure to comply with State of Ohio Board of Pharmacy requirements for reporting losses of controlled substances. Together, the Board and Smith Drug Company 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 Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.

2. Smith Drug Company, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2661250 (License), at its Carey, Ohio facility (the "Facility").

### **FACTS**

1. The Board initiated an investigation of Facility, related to Smith Drug Company's alleged failure to comply with Board's requirements for reporting losses of controlled substances.
2. On or about August 8, 2023, the Board sent a Notice of Opportunity for Hearing to Smith Drug Company, 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. Specifically, the Notice alleged that Smith Drug Company failed to report to the Board and/or local law enforcement the theft or losses of the following controlled substances:
  - On or about February 1, 2021, 1 bottle of Zolpidem Tartrate 5mg tablets (schedule IV controlled substance);
  - On or about July 2, 2021, 100 tablets clonazepam 2mg (schedule IV controlled substance);
  - On or about July 16, 2021, 1 bottle oxycontin ER 30mg tablets (schedule II controlled substance);
  - On or about November 22, 2021, 500 tablets lorazepam 0.5mg (schedule IV controlled substance);
  - On or about January 13, 2022, 1 bottle acetaminophen-codeine #4 tablets (schedule III controlled substance), 1 bottle clonazepam 2mg tablets (schedule IV controlled substance, and/or 1 bottle clonazepam 1mg tablets (schedule IV controlled substance); and
  - On or about February 3, 2022, 2 vials Testosterone Cypionate 200mg/ml (schedule III controlled substance).
3. On or about September 5, 2023, Smith Drug Company, through counsel Alex Cooper, timely requested an administrative hearing, which was subsequently scheduled for January 9, 2024. A motion for continuance of the administrative hearing by Smith Drug Company was granted and the administrative hearing was rescheduled for June 4, 2024. Following a second motion for continuance by Smith Drug Company, the administrative hearing was subsequently rescheduled for November 12, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Smith Drug Company neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 8, 2023; 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. Smith Drug Company agrees to pay to the Board a monetary penalty in the amount of \$7,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart of the current Responsible Person.
4. The Board hereby imposes a written reprimand on Smith Drug Company's WDDD License.
5. Smith Drug Company 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.
6. Smith Drug Company 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 Smith Drug Company 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 Smith Drug Company by the Board and will NOT discharge Smith Drug Company from any obligation under the terms of this Agreement.
7. Smith Drug Company agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Smith Drug Company 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 Smith Drug Company will operate.
10. Smith Drug Company explicitly withdraws its request for hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0231**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0105  
Lap Pan Chu, RPhLicense  
No. 03-127308  
8940 Sycamore Trail  
Sylvania, OH 43560**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Lap Pan Chu, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Lap Pan Chu's Michigan Board of Pharmacy discipline, and dispensing practices, record keeping and minimum standards violations at Lap Pan Chu's Anson Pharmacy location (Perrysburg, OH). Together, the Board and Lap Pan Chu 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Lap Pan Chu is a licensed pharmacist in the state of Ohio under license number 03-127308.

#### **FACTS**

1. The Board initiated an investigation of Lap Pan Chu, pharmacist license number 03-127308 related to Lap Pan Chu's Michigan Board of Pharmacy discipline, and dispensing practices, record keeping and minimum standards violations at Lap Pan Chu's Anson Pharmacy location (Perrysburg, OH).
2. On or about March 6, 2024, the Board sent a Notice of Opportunity for Hearing to Lap Pan Chu, 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 22, 2024, Lap Pan Chu, through counsel, Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for November 12, 2024.

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. Lap Pan Chu neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 6, 2024; 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. Lap Pan Chu will be placed on a five-year term of probation, beginning the effective date of this agreement.
4. Terms of probation, applicable to Lap Pan Chu's practice of pharmacy in Ohio, are as follows:
  - a. The Ohio Board of Pharmacy hereby declares that Lap Pan Chu's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
  - b. Lap Pan Chu's license is deemed not in good standing, as a matter of law, until successful completion of the probationary period.
  - c. Lap Pan Chu may only serve as the responsible pharmacist at Anson Pharmacy (TDDD 022861200), located at 209 Bierley Avenue, Pemberville, Ohio 43450, unless approved by the Board.
  - d. Lap Pan Chu may not serve as a designated representative in a dispensary or for home medical equipment.
  - e. Lap Pan Chu may not engage in a consult agreement, unless approved by the Board.
  - f. Lap Pan Chu may not destroy, assist in, or witness the destruction of controlled substances.
  - g. Lap Pan Chu must not violate the drug laws of Ohio, any other state, or the federal government.
  - h. Lap Pan Chu must abide by the rules of the State of Ohio Board of Pharmacy.
  - i. Lap Pan Chu must comply with the terms of this Agreement.
5. Lap Pan Chu may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.

6. Lap Pan Chu must immediately report any violation of the terms of this probation to the Board by contacting [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov). Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Lap Pan Chu to possible additional sanctions, including and up to revocation of license.
7. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Lap Pan Chu's license.
8. Periods during which Lap Pan Chu is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation. At the conclusion of the probationary period, the Board will issue a letter indicating whether probation has been successfully completed. If the Board determines probation has not been successfully completed, it will issue a notice of opportunity for hearing to Lap Pan Chu.
9. Lap Pan Chu agrees to pay to the Board a monetary penalty in the amount of \$5,000.00. This fine will be attached to Lap Pan Chu's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.
10. Lap Pan Chu must obtain 12 hours of approved continuing pharmacy education (1.2 CEUs), which may not also be used for license renewal. The 1.2 CEUs must be completed within 180 days from the effective date of this agreement. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
11. Lap Pan Chu must attend the Board's "Responsible Person 101" Roundtable continuing education course. The Roundtable must be completed within 180 days from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
12. The Board hereby imposes a written reprimand on Lap Pan Chu's pharmacist license, number 03-127308.
13. Lap Pan Chu agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
14. Lap Pan Chu understands that he has the right to be represented by counsel for review and execution of this agreement.
15. Lap Pan Chu 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.

16. Lap Pan Chu explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
17. 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.
18. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
19. 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.
20. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0232**

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

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**IN THE MATTER OF:  
CASE NO. A-2024-0231  
MELISSA KUHLMAN  
License No. 03-325777  
7703 TWP. RD. 120  
McComb, OH 45858**

**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 Melissa Kuhlman, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Melissa Kuhlman's failure to



comply with the continuing education requirements of Rule 4729:1-5-02 of the Ohio Administrative Code (OAC). Together, the Board and Melissa Kuhlman 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Melissa Kuhlman is a licensed pharmacist in the state of Ohio under license number 03-325777.

### **FACTS**

1. The Board initiated an investigation of Melissa Kuhlman, pharmacist license number 03-325777, based on the results of a continuing education audit.
2. On or about July 22, 2024, the Board sent a Notice of Opportunity for Hearing to Melissa Kuhlman, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their 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. Melissa Kuhlman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 22, 2024; 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. Melissa Kuhlman agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Melissa Kuhlman’s license record and must be paid no later than 90 days from the effective date of this Agreement. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.

4. Melissa Kuhlman must obtain 54 hours (5.4 CEUs) of approved continuing pharmacy education with 4 hours (0.4 CEUS) in patient safety (ACPE – 05), which may not also be used for license renewal. The 54 hours must be completed by the next continuing education reporting period which concludes on September 15, 2025. The Board will automatically audit compliance with this term by review of NABP's CPE Monitor Program and the Board's CE Program.
  5. The Board hereby imposes a written reprimand on Melissa Kuhlman's pharmacist license, number 03-325777.
  6. Melissa Kuhlman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  7. Melissa Kuhlman understands that they have the right to be represented by counsel for review and execution of this agreement.
  8. Melissa Kuhlman 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 they currently hold a professional license, including the Board on renewal applications or applications for a new license.
  9. Melissa Kuhlman explicitly waives their opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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. 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.
  13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
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**R-2025-0233**

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

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**IN THE MATTER OF:  
CASE NOS. A-2022-0246, A-2023-0054, A-2023-0055**

**Hock's Vandalia Pharmacy**

**License No. 02-0124800**

c/o Jeffrey Bartone, RPh

535 S. Dixie Drive

Vandalia, OH 45377

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Hock's Vandalia Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and record keeping. Together, the Board and Hock's Vandalia 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Hock's Vandalia Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0124800.

**FACTS**

1. The Board initiated an investigation of Hock's Vandalia Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0124800, related to Hock's Vandalia Pharmacy's drug security and record keeping.
2. On or about March 21, 2024 the Board sent a Notice of Opportunity for Hearing to Hock's Vandalia 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.
3. On or about April 15, 2024, Hock's Vandalia Pharmacy, through counsel Steven P. Goodin, timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Hock's Vandalia Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2024; 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. Hock's Vandalia Pharmacy agrees to pay to the Board a monetary penalty the amount of \$2,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Hock's Vandalia Pharmacy's TDDD license, number 02-0124800.
5. Hock's Vandalia 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.
6. Hock's Vandalia 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 Hock's Vandalia 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 Hock's Vandalia Pharmacy by the Board and will NOT discharge Hock's Vandalia Pharmacy from any obligation under the terms of this Agreement.

7. Hock's Vandalia Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Hock's Vandalia Pharmacy 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 Hock's Vandalia Pharmacy will operate.
10. Hock's Vandalia Pharmacy explicitly withdraws its request for a hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0234**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0247  
Jeffrey Bartone, RPh  
License No. 03-328597  
549 E. Alkaline Springs Road  
Vandalia, OH 45377**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jeffrey Bartone, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and record keeping matters at Hock's Vandalia Pharmacy. Together, the Board and Jeffrey Bartone 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Jeffrey Bartone is a licensed pharmacist in the state of Ohio under license number 03-328597.
3. Jeffrey Bartone was the Responsible Person from March 27, 2014 – June 21, 2021 of Hock's Vandalia Pharmacy, located at 535 S. Dixie Drive, Vandalia, Ohio and is the President of Hock's Pharmacy, Inc.

**FACTS**

1. The Board initiated an investigation of Jeffrey Bartone, pharmacist license number 03-328597, and Hock's Vandalia Pharmacy, related to drug security and record keeping matters.
2. On or about March 21, 2024, the Board sent a Notice of Opportunity for Hearing to Jeffrey Bartone, 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 April 15, 2024, Jeffrey Bartone, through counsel Steven P. Goodin, timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Jeffrey Bartone neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 21, 2024; 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. Jeffrey Bartone agrees to pay to the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Jeffrey Bartone's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.
4. Jeffrey Bartone must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal and a Responsible Person Roundtable. The 0.6 CEUs and Responsible Person Roundtable must be completed within six months from the effective date of this Agreement. Copies of completed CEUs and the Responsible Person Roundtable must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. The Board hereby imposes a written reprimand on Jeffrey Bartone's pharmacist license, number 03-328597.
6. Jeffrey Bartone agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Jeffrey Bartone understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Jeffrey Bartone 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Jeffrey Bartone explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, 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. 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.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0235**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0268  
James Leonard, RPh  
License No. 03-233103  
96 Prairie Wagon Court  
Vandalia, OH 45377**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and James Leonard, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and record keeping matters at Hock's Tipp City Pharmacy. Together, the Board and James Leonard 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. James Leonard is a licensed pharmacist in the state of Ohio under license number 03-233103.



3. James Leonard is the Responsible Person of Hock's Tipp City Pharmacy, located at 5175 South County Road 25-A, Tipp City, Ohio.

### **FACTS**

1. The Board initiated an investigation of James Leonard, pharmacist license number 03-233103, and Hock's Tipp City Pharmacy, related to drug security and record keeping matters.
2. On or about April 9, 2024, the Board sent a Notice of Opportunity for Hearing to James Leonard, 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 April 25, 2024, James Leonard, through counsel Steven P. Goodin, timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. James Leonard neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 9, 2024; 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. James Leonard agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to James Leonard's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.
4. James Leonard must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal and a Responsible Person Roundtable. The 0.6 CEUs and Responsible Person Roundtable must be completed within six months from the effective date of this Agreement. Copies of completed

CEUs and the Responsible Person Roundtable must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).

5. The Board hereby imposes a written reprimand on James Leonard's pharmacist license, number 03-233103.
6. James Leonard agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. James Leonard understands that he has the right to be represented by counsel for review and execution of this agreement.
8. James Leonard 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. James Leonard explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, 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. 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.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0236**

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

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**IN THE MATTER OF:**  
**CASE NOS. A-2022-0070 & A-2023-0450**  
**Akron Pharmacy dba Mac Pharmacy**  
**License No. 02-2271700**  
c/o Sherif Mankaryous, RPh  
879 E. Exchange Street  
Akron, OH 44306

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Akron Pharmacy dba Mac Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of non-sterile compounding issues, unregistered individuals working as technicians, and record keeping issues. Together, the Board and Akron Pharmacy dba Mac 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Akron Pharmacy dba Mac Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2271700.

**FACTS**

1. The Board initiated an investigation of Akron Pharmacy dba Mac Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2293300, related to Akron Pharmacy dba Mac Pharmacy’s non-sterile compounding issues, unregistered individuals working as technicians, and record keeping issues.
2. On or about January 24, 2024, the Board sent a Notice of Opportunity for Hearing to Akron Pharmacy dba Mac 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.
3. On or about February 22, 2024, Akron Pharmacy dba Mac Pharmacy timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Akron Pharmacy dba Mac Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 24, 2024; 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. Akron Pharmacy dba Mac Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in your cart.
4. The Board hereby imposes a written reprimand on Akron Pharmacy dba Mac Pharmacy's TDDD license, number 02-2271700.
5. Akron Pharmacy dba Mac 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.
6. Akron Pharmacy dba Mac 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 Akron Pharmacy dba Mac 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 Akron Pharmacy dba Mac Pharmacy by the Board and will NOT discharge Akron Pharmacy dba Mac Pharmacy from any obligation under the terms of this Agreement.

7. Akron Pharmacy dba Mac Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Akron Pharmacy dba Mac Pharmacy 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 Akron Pharmacy dba Mac Pharmacy will operate.
10. Akron Pharmacy dba Mac Pharmacy explicitly withdraws its request for a hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0237**

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

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**IN THE MATTER OF:  
CASE NO. A-2022-0071  
Sherif Mankaryous, RPh  
License No. 03-129995**

20774 Evergreen Trail  
North Royalton, OH 44133

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Sherif Mankaryous, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of non-sterile compounding issues, unregistered individuals working as technicians, and record keeping issues at Akron Pharmacy dba Mac Pharmacy. Together, the Board and Sherif Mankaryous 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Sherif Mankaryous is a licensed pharmacist in the state of Ohio under license number 03-129995.
3. Sherif Mankaryous is the Responsible Person of Akron Pharmacy dba Mac Pharmacy, located at 879 E. Exchange Street, Akron, Ohio.

### **FACTS**

1. The Board initiated an investigation of Sherif Mankaryous, pharmacist license number 03-129995, non-sterile compounding issues, unregistered individuals working as technicians, and record keeping issues at Akron Pharmacy dba Mac Pharmacy.
2. On or about January 24, 2024, the Board sent a Notice of Opportunity for Hearing to Sherif Mankaryous, 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 22, 2024, Sherif Mankaryous, through counsel Steven P. Goodin, timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Sherif Mankaryous neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 24, 2024; 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. Sherif Mankaryous agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Sherif Mankaryous' license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to [www.license.ohio.gov](http://www.license.ohio.gov) and process the items in the cart.
4. Sherif Mankaryous must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal and a Responsible Person Roundtable. The 0.6 CEUs and Responsible Person Roundtable must be completed within six months from the effective date of this Agreement. Copies of completed CEUs and the Responsible Person Roundtable must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. The Board hereby imposes a written reprimand on Sherif Mankaryous' pharmacist license, number 03-129995.
6. Sherif Mankaryous agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Sherif Mankaryous understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Sherif Mankaryous 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. Sherif Mankaryous explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, 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. 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.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0238**

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

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**IN THE MATTER OF:**  
**CASE NO. A-2022-0267**  
**Hock's Tipp City Pharmacy**  
**License No. 02-2293300**  
c/o James Leonard, RPh  
5175 South County Road 25-A  
Tipp City, OH 45371

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Hock's Tipp City Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and record keeping. Together, the Board and Hock's Tipp City 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Hock's Tipp City Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2293300.

#### **FACTS**

1. The Board initiated an investigation of Hock's Tipp City Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2293300, related to Hock's Tipp City Pharmacy's drug security and record keeping.
2. On or about April 9, 2024 the Board sent a Notice of Opportunity for Hearing to Hock's Tipp City 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.
3. On or about April 15, 2024, Hock's Tipp City Pharmacy, through counsel Steven P. Goodin, timely requested an administrative hearing, which was subsequently scheduled for December 10, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Hock's Tipp City Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 9, 2024; 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. Hock's Tipp City Pharmacy agrees to pay to the Board a monetary penalty the amount of \$2,500. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in your cart.

4. The Board hereby imposes a written reprimand on Hock's Tipp City Pharmacy's TDDD license, number 02-2293300.
5. Hock's Tipp City 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.
6. Hock's Tipp City 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 Hock's Tipp City 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 Hock's Tipp City Pharmacy by the Board and will NOT discharge Hock's Tipp City Pharmacy from any obligation under the terms of this Agreement.
7. Hock's Tipp City Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Hock's Tipp City Pharmacy 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 Hock's Tipp City Pharmacy will operate.
10. Hock's Tipp City Pharmacy explicitly withdraws its request for a hearing, 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.
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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0239**

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

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**IN THE MATTER OF:  
Case No. A-2024-0156**

**Acme Pharmacy #6  
License No. 02-1094200  
3200 Greenwich Road  
Norton, OH 44203**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Acme Pharmacy #6 for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without first obtaining appropriate registration with the Board. Together, the Board and Acme Pharmacy #6 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Acme Pharmacy #6 has an active TDDD license with the Board under license number 02-1094200, which lists Sara Lipinski, RPh as the current Responsible Person.

**FACTS**

1. The Board initiated an investigation of Acme Pharmacy #6, TDDD license number 02-1094200, related to an employee performing duties of a pharmacy technician without first obtaining appropriate registration with the Board.
2. On or about October 30, 2024, the Board sent a Notice of Opportunity for Hearing to Acme Pharmacy #6, 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. Acme Pharmacy #6 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 30, 2024, 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. Acme Pharmacy #6 agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Acme Pharmacy #6's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to [www.elicense.ohio.gov](http://www.elicense.ohio.gov) and process the items in the cart.
4. The Board hereby imposes a written reprimand on Acme Pharmacy #6's TDDD license, number 02-1094200.
5. Acme Pharmacy #6 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.
6. Acme Pharmacy #6 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 Acme Pharmacy #6 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 Acme Pharmacy #6 by the Board and will NOT discharge Acme Pharmacy #6 from any obligation under the terms of this Agreement.

7. Acme Pharmacy #6 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Acme Pharmacy #6 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 Acme Pharmacy #6 will operate.
10. Acme Pharmacy #6 waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to 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.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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**R-2025-0240**

Mr. Huston 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. The motion was seconded by Mr. George and a roll-call vote was conducted by *President Ferris* as follows: Buettner-yes; George-yes; Hubert-yes Huston-yes, Miller-yes, and Pfaff-yes.

**3:55 p.m.**

The Board returned to public session.

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**R-2025-0241**

After votes were taken in public session, the Board adopted the following order in the Matter of Cyera Riggs, Waverly, West Virginia.

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**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY**  
**CONFIRMING AND APPROVING REPORT AND**  
**RECOMMENDATION OF HEARING EXAMINER**

(Case Number A-2024-0191)

In The Matter Of:

**Cyera Riggs**

312 Garrison Lane

Waverly, WV 26184

Suspended Registration No. 09-131663

**INTRODUCTION**

Cyera Riggs (Respondent) was issued a Pharmacy Technician Trainee Registration (No. 09-131663) on August 1, 2023. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on May 29, 2024. Respondent timely requested a hearing and the Matter of Cyera Riggs came for hearing before Hearing Examiner Charles Schneider on September 13, 2024. Respondent was present at the hearing and appeared pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via email, confirmation of receipt requested, on or about October 15, 2024. The Board received confirmation of receipt via electronic delivery receipt. The matter subsequently came for consideration by the Board on November 12, 2024, before the following members: Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh. Anthony Buchta, Sr., RPh was absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: the State's Exhibits, the hearing transcript, and Hearing Examiner Schneider's Report and Recommendation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves Allegations 1 and 2, as set forth in Hearing Examiner Schneider's Report and Recommendation, including the Allegations in the Summary Suspension/Notice of Opportunity for Hearing issued on May 29, 2024. Specifically, the Board confirms and approves as the findings of fact, the following:
  - a. On or about April 29, 2024, Cyera Riggs was working as a pharmacy technician trainee at Fruth Pharmacy #15, located at 1401 Washington Blvd., Belpre, Ohio. Per the request of her employer, she submitted to a random urine drug screen. The results of that screen were positive for cocaine.
  - b. On or about May 23, 2024, Cyera Riggs was interviewed by an agent of the Board. She admitted:
    - i. She had been working at the pharmacy since August 1, 2023.
    - ii. Her illegal drug use began June 2018 when she started using marijuana.
    - iii. She began using LSD in 2018 and stopped in 2019. She ingested LSD on May 18, 2024.
    - iv. She became addicted to alcohol in December 2023. She stopped drinking in February 2024.
    - v. In March 2024 she began using cocaine; she became addicted. She consumed cocaine twice per week (on average). She last used cocaine on May 14, 2024.
    - vi. She was addicted to cocaine at the time of the interview.
    - vii. She was never impaired at work.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Potential Violations 1 and 2, inclusive, as set forth in Hearing Examiner Schneider's Report and Recommendation, and the May 29, 2024 Summary Suspension/Notice of Opportunity for Hearing, as the

Board's Conclusions of Law. Specifically, the Board confirms and approves as the conclusions of law, the following:

- a. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of (A) of section 4729.96 of the ORC, as effective April 4, 2023:
  - i. Is addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render the individual unable to perform the individual's duties, ORC 4729.96 Section (A)(2)(c); and
  - ii. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.96 Section (A)(2)(d); and
  - iii. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted by the board under section 4729.94 of the Revised Code, ORC Section 4729.96(A)(2)(g).
- b. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of each of the following divisions of Rule 4729:3-4-01 of the OAC:
  - i. Has engaged in any of the conduct specified in division (A)(2) of section 4729.96 of the Revised Code, OAC Rule 4729:3-4-01(C)(1); and
  - ii. Violated any state or federal law or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red

#### DECISION OF THE BOARD

Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts the recommendation of Hearing Examiner Schneider, with modification, and orders the following:

The Ohio Board of Pharmacy hereby suspends indefinitely the technician trainee registration no. 09-131663, held by Cyera Riggs, and such suspension is effective as of the date of the mailing of this Order.



Cyera Riggs, pursuant to Rule 4729:3-4-01(D) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the Board to possess or distribute dangerous drugs during such period of suspension.

Further, after eighteen months from the effective date of this Order, the Board will consider any petition filed by Cyera Riggs for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement of her technician trainee registration. The Board will only consider reinstatement of the pharmacy technician registration in Ohio if the following conditions have been met:

1. Cyera Riggs must submit to a mental health & chemical dependency evaluation conducted by a Board approved evaluator. Upon receipt and review of the evaluation report, Cyera Riggs must comply with the recommendations of the evaluator.
2. Cyera Riggs must enter into and adhere to the terms of a new contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board. Cyera Riggs should also submit to the Board documentation demonstrating compliance with the recommendations of the evaluator as outlined in Term 1, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Cyera Riggs to potential sanctions up to and including revocation of registration. The monitoring contract must provide that:
  - a. Random, observed urine drug screens shall be conducted at least once each month.
  - b. 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.
  - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
  - d. 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.
  - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Cyera Riggs in a timeframe

consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.

- f. Cyera Riggs must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
  - g. 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.
  - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
  - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
1. Cyera Riggs shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Cyera Riggs reappear before the Board for possible additional sanctions, including and up to revocation of license.
  2. Cyera Riggs shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Cyera Riggs reappear before the Board for possible additional sanctions, including and up to revocation of license.
  3. Cyera Riggs must immediately report any violation of the terms of this suspension to the Board by contacting [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov). Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Cyera Riggs to possible additional sanctions, including and up to revocation of license.
  4. Cyera Riggs must demonstrate satisfactory proof to the Board that she 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.

5. Cyera Riggs must provide, in the reinstatement petition, documentation of the following:
  - a. 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.);
  - b. Compliance with the terms of this Order.
6. Cyera Riggs must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
7. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
8. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
9. Periods during which Cyera Riggs is not in compliance with all terms of suspension shall toll the length of time of suspension during which Cyera Riggs was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, [www.pharmacy.ohio.gov](http://www.pharmacy.ohio.gov). The Board may implement additional disciplinary action in addition to or instead of tolling suspension.

Rich Miller moved for Findings of Fact; Christine Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

Rich Miller moved for Conclusions of Law; Christine Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

Rich Miller moved for Action of the Board; Christine Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

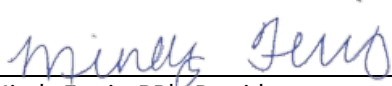
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**R-2025-0242** Mr. George moved that the October 7, 2024, Probation Committee Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**R-2025-0243** Mr. George moved that the October 7 and 8, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

**R-2025-0244** Mr. Huston moved to adjourn the November 2024 Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

**3:58 p.m.** The Board Meeting Adjourned.

  
\_\_\_\_\_ Date: 12.10.2024  
Mindy Ferris, RPH, President

  
\_\_\_\_\_ Date: 12.10.2024  
Steven W. Schierholt, Executive Director