

**MINUTES OF THE JANUARY 7, 2025
MEETING OF THE OHIO BOARD OF PHARMACY**

Tuesday, January 7, 2025

10:01 a.m. The 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, *President*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh.

Absent: Christine Pfaff, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

10:02 a.m. The Board was joined by Assistant Attorney General Meagan Van Brocklin to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of Waynecharles K. Kuikahi, Jr., Canal Fulton, Ohio.

R-2025-0267 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 Ms. Buettner and approved by the Board: Yes-7, No-0.

12:47 p.m. The deliberation ended and the hearing opened to the public.

R-2025-0268 After votes were taken in public session, the Board adopted the following order in the Matter of Waynecharles K. Kuikahi, Jr., Canal Fulton, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number D-070213-033)

In The Matter Of:

**Waynecharles K. Kuikahi, Jr.
4550 Rohrdale Ave. NW****Canal Fulton, Ohio 44614****(License No. 03-226502)****INTRODUCTION**

The Matter of Waynecharles K. Kuikahi, Jr. came for hearing on January 7, 2025, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; and Rich Miller, RPh.

Christine Pfaff, RPh; Absent.

Waynecharles K. Kuikahi, Jr. was represented by Attorney John Irwin. The State of Ohio was represented by Meagan Van Brocklin, Assistant Attorney General.

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

1. Waynecharles K. Kuikahi, Jr. (as on cross-examination)

Respondent's Witnesses:

1. Waynecharles K. Kuikahi, Jr.
2. Kevin Chakos
3. Rodney Conrad

State's Exhibits:

1. 2010 Board Order (Docket D-070213-033)
2. 2007 Board Citation (Docket D-070213-033)
3. Prosecutor's Sentencing Memorandum
4. Defendant's Sentencing Memorandum
5. 2001 Board Order (Docket D-001228-031)
6. 2000 Board Citation (Docket D-001228-0031)
7. Scheduling Order
8. Tolling Order
9. Docket for 2014 OVI Charge

10. Docket for 2014 Aggravating Menacing Charge
11. 2015 Convictions for OVI and Aggravating Menacing
12. Police Report

Respondent's Exhibits:

- A. PRO Contract
- B. Participant Summary Report
- C. Drug Screen Results Report
- D. Letter of Compliance OSBoP
- E. IOP – Aftercare Completion
- F. *Filed under seal*
- G. Continuing Education
- H. Satisfied Cases 2014TRC08320 2014CRB05420 CR2006072427
- I. Letters of support
- J. *Filed under seal*
- K. *Filed under seal*
- L. Dr. Humphries 2020-2025 appointments

FINDING OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Waynecharles K. Kuikahi, Jr. has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. D-070213-033 dated February 10, 2010.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-226502, held by Waynecharles K. Kuikahi, Jr. to practice pharmacy in Ohio, upon submission of a reinstatement application and fee, subject to a period of probation of ten (10) years beginning on the effective date of this Order, with the following conditions:

1. Waynecharles K. Kuikahi, Jr. 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 ten years and, upon signing, submit a copy of the contract to the Board office. Waynecharles K. Kuikahi, Jr. should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, 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 Waynecharles K. Kuikahi, Jr. to potential sanctions up to and including revocation of license. The monitoring contract must provide that:

- a. Random, observed urine drug screens shall be conducted at least once each month or an alternative testing protocol (1 PETH, 1 hair, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - 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 Waynecharles K. Kuikahi, Jr. 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. Waynecharles K. Kuikahi, Jr. must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - a. 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.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
 3. Waynecharles K. Kuikahi, Jr. 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 Waynecharles K. Kuikahi, Jr. reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Waynecharles K. Kuikahi, Jr. shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Waynecharles K. Kuikahi, Jr. reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Waynecharles K. Kuikahi, Jr. must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Waynecharles K. Kuikahi Jr.'s progress towards recovery and what Waynecharles K. Kuikahi, Jr. has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
6. Waynecharles K. Kuikahi must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Waynecharles K. Kuikahi, Jr. holds a professional license or applies for a professional license, and all persons who provide Waynecharles K. Kuikahi, Jr. chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Waynecharles K. Kuikahi, Jr. must meet at least annually with the Board's Probation Committee, the first meeting to be held in January 2026. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Waynecharles K. Kuikahi, Jr.'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.

- c. Waynecharles K. Kuikahi, Jr. must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
- d. Waynecharles K. Kuikahi, Jr. may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
- e. Waynecharles K. Kuikahi, Jr. may not engage in a consult agreement, unless approved by the board.
- f. Waynecharles K. Kuikahi, Jr. may not destroy, assist in, or witness the destruction of controlled substances.
- g. Waynecharles K. Kuikahi, Jr. may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
- h. Waynecharles K. Kuikahi, Jr. must not violate the drug laws of Ohio, any other state, or the federal government.
- i. Waynecharles K. Kuikahi, Jr. must abide by the rules of the Ohio Board of Pharmacy.
- j. Waynecharles K. Kuikahi, Jr. must comply with the terms of this Order.
- k. Waynecharles K. Kuikahi, Jr.'s license is deemed not in good standing until successful completion of the probationary period.
- l. Waynecharles K. Kuikahi, Jr. 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.

8. When deemed appropriate by the Board, Waynecharles K. Kuikahi, Jr. must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
9. Waynecharles K. Kuikahi, Jr. 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.
10. Waynecharles K. Kuikahi, Jr. must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Waynecharles K. Kuikahi, Jr. to possible additional sanctions, including and up to revocation of license.
11. 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 Waynecharles K. Kuikahi, Jr.'s license.
12. Periods during which Waynecharles K. Kuikahi, Jr. 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 Waynecharles K. Kuikahi, Jr.

Further, the Board hereby grants the Waynecharles K. Kuikahi, Jr.'s Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's exhibits: F, J, and K.

Jeff Huston moved for Findings of Fact; Jason George seconded the motion. Motion passed (Yes-7/No-0).

Jeff Huston moved for the Decision of the Board; Jason George seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

12:59 p.m.

The Board was joined by Assistant Attorney General Meagan Van Brocklin to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of Cyril Cofie, Dayton, Ohio.

R-2025-0269

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. George and approved by the Board: Yes-7, No-0.

1:43 p.m.

The deliberation ended and the hearing opened to the public.

R-2025-0270

After votes were taken in public session, the Board adopted the following order in the Matter of Cyril Cofie, Dayton, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2022-0644)

In The Matter Of:

Cyril Cofie, RPh

3124 Northernton Ct.

Dayton, OH 45414

(License No. 03-233435)

INTRODUCTION

On January 27, 2022, the Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Cyril Cofie (Respondent) via certified mail, return receipt requested to Respondent's mailing address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day.

Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on January 7, 2025, before the following members of the Ohio Board of Pharmacy (Board): Mindy Ferris, RPh, *Presiding*; Jeff Huston, RPh, *Vice President*; Trina Buettner, RPh; Anthony Buchta, Sr., RPh; Jason George, RPh; T.J. Grimm, RPh; Rich Miller, RPh; and Leonard Hubert, *Public Member*.

Christine Pfaff, RPh; Absent.

Respondent was not present. The State of Ohio was represented by Meagan Van Brocklin, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Andrew Bouza, Board Compliance Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Theft and Loss Report dated 12-23-2020
3. Email Chain with Rite Aid dated 12-28-2020
4. Theft and Loss Report dated 2-02-2022
5. Email Chain with Rite Aid dated 3-9-2022
6. Theft and Loss Report dated 2-03-2022
7. Theft and Loss Report dated 3-28-2022
8. Hand Count of Pills
9. Settlement with Rite Aid
10. Email from Adam Guzik dated 12-8-2020
11. Theft and Loss Report dated 5-4-2022
12. Theft and Loss Report dated 5-28-2022

Respondent's Exhibits:

1. None

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. From on or about December 4, 2020, to on or about May 28, 2022, while Respondent was the responsible person at Rite Aid Discount Pharmacy #794 (TDDD 02-0124950), located at 900 Union Blvd., Englewood, Ohio, Rite Aid #794 incurred losses of the following controlled substances. Respondent failed to report these losses and the cause of the losses was unable to be determined:
 - a. #959 alprazolam tablets, mixed strengths (schedule IV controlled substance);
 - b. #120 clonazepam (schedule IV controlled substance);

- c. #112 diazepam (schedule IV controlled substance);
 - d. #33 zolpidem (schedule IV controlled substance);
 - e. #15 lorazepam (schedule IV controlled substance);
 - f. #4 codeine/apap 30/300mg (schedule III controlled substance).
2. On or about September 23, 2022, Respondent spoke with an agent of the Board:
- a. Respondent confirmed he was the responsible person during the time of the drug losses.
 - b. Respondent stated that he could not remember due to the passage of time why he made so many balance on hand changes in the computer system and did not report them as losses.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact Section constitutes a violation of the following divisions of Rule 4729:5-2-01(A) of the OAC, Responsible person – terminal distributor, as effective March 1, 2019:
- a. The responsible person shall be responsible for the practice of the profession of pharmacy, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC 4729:5-2-01(A)(2); and
 - b. The person to whom the terminal distributor of dangerous drugs license has been issued and all pharmacists on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of drugs and the practice of pharmacy, OAC 4729:5-2- 01(A)(3).
2. Such conduct as set forth in paragraphs (1) and (2)(b) of the Findings of Fact Section each constitutes a violation of Rule 4729:5-3-02(B) of the OAC, as effective March 1, 2019, The theft or significant loss of controlled substances shall be reported by a licensee using the federal DEA report form regardless if the controlled substances are subsequently recovered and/or the responsible parties are identified and action is taken. Information reported in the federal form regarding such theft or

significant loss shall be filed with the state board of pharmacy, in a manner determined by the board, by the licensee within thirty days following the discovery of such theft or significant loss.

3. 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 ORC, effective as of April 8, 2019:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. 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
 - c. 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).
4. 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 OAC as effective March 20, 2020:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. 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)(e); and
 - c. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(p).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy imposes a written reprimand and a monetary penalty in the amount of \$2,000.00 on Cyril Cofie's license to practice pharmacy. This fine will be attached to Cyril Cofie's license record and must be paid no

later than six months from the effective date of this Order. To pay this fine, Cyril Cofie must login to www.elicense.ohio.gov and process the items in his cart.

Cyril Cofie must obtain 6 hours of approved continuing pharmacy education (0.6 CEUs), which may not also be used for license renewal. The 0.6 CEUs must be completed no later than six months from the effective date of this Order.

Mr. Cofie shall not serve as a Responsible Person without prior approval of the Board.

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

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

Mr. Miller moved for Decision of the Board; Mr. George seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

- 1:45 p.m.** Mr. Garner provided the OARRS Report.
- 1:49 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 1:51 p.m.** Ms. Southard provided the Licensing Report.
- 1:55 p.m.** Ms. Southard presented the MPJE Examination Extension Request from Gabriel Ackuayi - Kent, Ohio (APP-000600502) - to the Board for consideration.
- R-2025-0271** Mr. Huston moved that the Board grant Gabriel Ackuayi's request. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.
- R-2025-0272** Mr. George moved that the December 9, 2024 Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.
- R-2025-0273** Mr. George moved that the December 9 and 10, 2024 Board Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.
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R-2025-0274

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

**IN THE MATTER OF:
CASE NO. A-2023-0444**

**Walgreens #12703
License No. 02-1960750**
537 W. Main Street
Xenia, OH 45385

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Walgreens #12703 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues. Together, the Board and Walgreens #12703 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. Walgreens #12703 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1960750, which lists Palak Shah as the Responsible Person.

FACTS

1. The Board initiated an investigation of Walgreens #12703, Terminal Distributor of Dangerous Drugs license number 02-1960750, related to Walgreens #12703’s drug security issues.
2. On or about April 15, 2024 the Board sent a Notice of Opportunity for Hearing to Walgreens #12703, 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 May 10, 2024, Walgreens #12703, through counsel Gary Peters, timely requested an administrative hearing, which was subsequently scheduled for January 6, 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. Walgreens #12703 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 15, 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. Walgreens #12703 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 and process the items in your cart.
4. The Board hereby imposes a written reprimand on Walgreens #12703's TDDD license, number 02-1960750.
5. Walgreens #12703 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. Walgreens #12703 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 Walgreens #12703 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 Walgreens #12703 by the Board and will NOT discharge Walgreens #12703 from any obligation under the terms of this Agreement.
7. Walgreens #12703 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Walgreens #12703 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 Walgreens #12703 will operate.
10. Walgreens #12703 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.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2025-0275

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

**IN THE MATTER OF:
CASE NO. A-2024-0302**

**CVS/Pharmacy #3474
License No. 02-0161700
320 Jefferson St.**

Ironton, OH 45638

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #3474 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security. Together, the Board and CVS/Pharmacy #3474 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. CVS/Pharmacy #3474 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0161700, which lists Kelly Ann Burns, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #3474, Terminal Distributor of Dangerous Drugs license number 02-0161700, related to CVS/Pharmacy #3474's drug security.
2. On or about August 29, 2024, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #3474, 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 September 26, 2024, CVS/Pharmacy #3474, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for April 9, 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. CVS/Pharmacy #3474 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 29, 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. CVS/Pharmacy #3474 agrees to pay to the Board a monetary penalty the amount of \$2,500.00. 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 and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #3474's TDDD license, number 02-0161700.
5. CVS/Pharmacy #3474 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. CVS/Pharmacy #3474 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS/Pharmacy #3474 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS/Pharmacy #3474 by the Board and will NOT discharge CVS/Pharmacy #3474 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #3474 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. CVS/Pharmacy #3474 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 CVS/Pharmacy #3474 will operate.
10. CVS/Pharmacy #3474 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.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2025-0276

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

**IN THE MATTER OF:
CASE NO. A-2024-0117**

**CVS/Pharmacy #6185
License No. 02-2010850**

1100 Hill Rd.
Pickerington, OH 43147

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #6185 for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and CVS/Pharmacy #6185 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. CVS/Pharmacy #6185 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2010850, which lists Steven Tyler Demczuk, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #6185, Terminal Distributor of Dangerous Drugs license number 02-2010850, related to an error in dispensing.
2. On or about September 12, 2024, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #6185, 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 September 25, 2024, CVS/Pharmacy #6185, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for April 9, 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. CVS/Pharmacy #6185 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. CVS/Pharmacy #6185 agrees to pay to the Board a monetary penalty the amount of \$3,000.00. 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 and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #6185's TDDD license, number 02-2010850.
5. CVS/Pharmacy #6185 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. CVS/Pharmacy #6185 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS/Pharmacy #6185 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS/Pharmacy #6185 by the Board and will NOT discharge CVS/Pharmacy #6185 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #6185 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. CVS/Pharmacy #6185 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 CVS/Pharmacy #6185 will operate.
10. CVS/Pharmacy #6185 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.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2025-0277

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

**IN THE MATTER OF:
CASE NO. A-2024-0229**

**MICHAEL DREXLER
License No. 03-322024
984 Stump Rd**

New Franklin, OH 44319

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 Michael Drexler, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Michael Drexler'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 Michael Drexler 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. Michael Drexler is a licensed pharmacist in the state of Ohio under license number 03-322024.

FACTS

1. The Board initiated an investigation of Michael Drexler, pharmacist license number 03-322024, based on the results of a continuing education audit.
2. On or about July 19, 2024, the Board sent a Notice of Opportunity for Hearing to Michael Drexler, 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. Michael Drexler neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 19, 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. Michael Drexler agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Michael Drexler'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 and process the items in the cart.
4. Michael Drexler must obtain 12 hours of approved continuing pharmacy education (1.2 CEUs) with 4 hours in patient safety (ACPE – 05) and 4 hours in law (ACPE – 03), which may not also be used for license renewal. The 1.2 CEUs 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 Michael Drexler's pharmacist license, number 03-322024.
6. Michael Drexler agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Michael Drexler understands that they have the right to be represented by counsel for review and execution of this agreement.
8. Michael Drexler 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. Michael Drexler 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.

This Agreement shall become effective upon the date of the Board President's signature below.

R-2025-0278

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

**IN THE MATTER OF:
Case No. A-2024-0419**

Matrix Pharmacy
License No. 02-32000173
3775 Trueman Court, Suite B
Hilliard, OH 43026

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Matrix Pharmacy 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 maintaining appropriate registration with the Board. Together, the Board and Matrix 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. Matrix Pharmacy has an active TDDD license with the Board under license number 02-32000173, which lists Armond Cosiano, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Matrix Pharmacy, TDDD license number 02-32000173, related to an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about December 5, 2024, the Board sent a Notice of Opportunity for Hearing to Matrix Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Matrix Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. Matrix Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Matrix Pharmacy'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 and process the items in the cart.
4. The Board hereby imposes a written reprimand on Matrix Pharmacy's TDDD license, number 02-32000173.
5. Matrix 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. Matrix 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 Matrix 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 Matrix Pharmacy by the Board and will NOT discharge Matrix Pharmacy from any obligation under the terms of this Agreement.
7. Matrix 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. Matrix 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 Matrix Pharmacy will operate.
10. Matrix Pharmacy 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.
15. This Agreement shall become effective upon the date of the Board President’s signature below.

R-2025-0279

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

**IN THE MATTER OF:
CASE NO. A-2018-0052**

**Northeast Ohio Veterinary
License No. 02-2709450
DBA Companion Animal Hospital**
c/o Dr. Philip A. Williams
6165 SOM Center Road
Solon, Ohio 44139

**ADDENDUM TO SEPTEMBER 11, 2019
SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY**

This Addendum to the September 11, 2019 Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Northeast Ohio Veterinary DBA Companion Animal Hospital (Companion Animal Hospital) for the purpose of resolving all issues between the parties relating to the June 13, 2019 Notice of Opportunity for Hearing/Proposal to take Disciplinary Action Against Licensee. Together, the Board and Companion Animal Hospital 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. Northeast Ohio Veterinary DBA Companion Animal Hospital is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2709450.

FACTS

1. On or about June 13, 2019, a Notice of Opportunity for Hearing/Proposal to take Disciplinary Action Against Licensee was issued to Companion Animal Hospital. On

or about September 11, 2019, a Settlement Agreement was executed between the parties.

2. Recent events have initiated the need to clarify Term (5) of the September 11, 2019 Settlement Agreement. The Addendum serves to clarify Term (5) and does not change or affect any other term of the September 11, 2019 Agreement.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth in this Addendum to the September 11, 2019 Settlement Agreement with the Board and Companion Animal Hospital, TDDD No. 02-2709450, are incorporated into the September 11, 2019 Settlement Agreement as though fully set forth herein.
2. Term (5) as set forth in the September 11, 2019 Agreement shall state:
 - a. The Board agrees to allow Companion Animal Hospital to maintain a **Limited** Terminal Distributor of Dangerous Drugs License. Companion Animal Hospital agrees to restrict its category III Terminal Distributor of Dangerous Drugs License to possession and/or use of the following drugs:
 - i. Euthasol (pentobarbital sodium and phenytoin sodium), ketamine, diazepam and non-controlled dangerous drugs.
 - ii. Any additions to this list must first be approved by the Board.
3. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
4. This Agreement shall become effective upon the date of the Board President's signature below.

R-2025-0280

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

**IN THE MATTER OF:
CASE NO. A-2022-0208**

Hannah Grow
License No. 06-015543 (Inactive)
11651 2nd Street, N.E.
Magnolia, OH 44643

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Hannah Grow, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the administration of a vaccine outside of the approved protocol and falsification of vaccine information into the pharmacy system. Together, the Board and Hannah Grow 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 Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the state of Ohio.
2. Hannah Grow was a licensed pharmacist intern in the state of Ohio under license number 06-015543 and is a licensed pharmacist in the state of Ohio under license number 03-439737.

FACTS

1. The Board initiated an investigation of Hannah Grow, pharmacist intern license number 06-015543 related to the administration of a vaccine outside of the approved protocol and falsification of vaccine information into the pharmacy system.
2. On or about March 21, 2024, the Board sent a Notice of Opportunity for Hearing to Hannah Grow, 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 April 2, 2024, Hannah Grow, through counsel Jeff Laybourne, timely requested an administrative hearing, which was scheduled for December 9, 2024. After multiple attempts by the Board to contact Jeff Laybourne, Hannah Grow was contacted regarding the scheduled hearing. Hannah Grow, through counsel Brad

Longbrake, contacted the Board, requested a continuance, and the administrative was subsequently scheduled for June 3, 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. Hannah Grow 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. Hannah Grow agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Hannah Grow's intern 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 and process the items in the cart.
4. Hannah Grow must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Hannah Grow's pharmacist intern license, number 06-015543.
6. Hannah Grow agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Hannah Grow understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Hannah Grow 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. Hannah Grow 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.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2025-0281

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 and to consider the employment (dismissal, discipline, promotion, demotion, compensation, appointment) of a public employee and matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code The motion was seconded by Mr. George and a roll-call vote was conducted by President Ferris as follows: Buchta-yes; Buettner-yes; George-yes; Grimm-yes; Hubert-yes Huston-yes, and Miller-yes.

3:30 p.m.

The Board returned to public session.

R-2025-0281

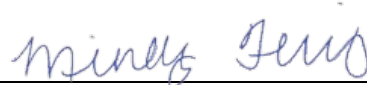
Ms. Ferris announced the dismissal of the Notice of Opportunity for Hearing issued on December 5, 2024, in the matter of Armond Cosiano (Case No. A-2024-0421).

R-2025-0282

Ms. Ferris announced the dismissal of the Notice of Opportunity for Hearing issued on October 24, 2024, in the matter of Terrence Malone (Case No. A-2022-0196).

3:31 p.m.

The Board Meeting Adjourned.



Mindy Ferris, RPh, President

Date: 02.03.2025



Steven W. Schierholt, Executive Director

Date: 02.03.2025