

**MINUTES OF THE FEBRUARY 2, 2026**  
**MEETING OF THE OHIO BOARD OF PHARMACY**

**Monday, February 2, 2026**

**10:00 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:

Jeff Huston, RPh, *President*; Jason George, RPh, *Vice President*; RPh; Trina Buettner, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Absent: Anthony Buchta, Sr., RPh and Mindy Ferris, RPh

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Jennifer Nelson, *Legal Administrator*; Rikki Johnson, *Legal Administrative Assistant*; and Eimile Kavanagh, *Executive Coordinator*.

**10:01 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 Hayley Jaeger, Loveland, Ohio.

**R-2026-0274** Mr. Grimm 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. Hubert and approved by the Board: Yes-6, No-0.

**10:30 a.m.** The Board returned to public session.

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**R-2026-0275** After votes were taken in public session, the Board adopted the following order in the Matter of Hayley Jaeger, Loveland, Ohio.

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**ORDER OF THE OHIO BOARD OF PHARMACY**

Case Number A-2024-0264

In The Matter Of:

Hayley Jaeger  
621 Ibold Road

Loveland, OH 45140  
License no. 03-441096

### INTRODUCTION

The Matter of Hayley Jaeger came for hearing on February 2, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Trina Buettner, RPh; T.J. Grimm, RPh; Rich Miller, RPh; Thomas Whiston, RPh; and Leonard Hubert, *Public Member*.

Anthony Buchta, Sr., RPh; Absent and Mindy Ferris, RPh; Absent.

Hayley Jaeger was represented by Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

### SUMMARY OF EVIDENCE

#### State's Witnesses:

1. None

#### Respondent's Witnesses:

1. Hayley Jaeger

#### State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order

#### Respondent's Exhibits:

- A. Resume of Hayley Jaeger, R.Ph.
- B. PRO Contract (July 16, 2025) – Under Seal
- C. Testing Report from PRO – Under Seal
- D. PRO Letter of Compliance (January 20, 2026) – Under Seal
- E. Letters of Support (January 2026)

### FINDINGS 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 Hayley Jaeger has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2024-0264 dated July 15, 2025.

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, subject to the completion of the proper licensure paperwork, of the pharmacist license no. 03-441096, held by Hayley Jaeger to practice pharmacy in Ohio subject to a period of

probation for five years beginning on the effective date of this Order, with the following conditions:

1. Hayley Jaeger 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 office. Hayley Jaeger should also submit to the Board documentation demonstrating compliance with an Ohio Department of Behavioral Health (ODBH) 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 Hayley Jaeger 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/nail, 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 the Hayley Jaeger 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. Hayley Jaeger 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. Hayley Jaeger 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 ODBH, the Board shall treat these results as a violation of the Board's Order and request Hayley Jaeger reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Hayley Jaeger 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 Hayley Jaeger reappear before the Board for possible additional sanctions, including, and up to, revocation of license.
5. Hayley Jaeger 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 Hayley Jaeger's progress towards recovery and what Hayley Jaeger 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. Hayley Jaeger must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Hayley Jaeger holds a professional license or applies for a professional license, and all persons who provide Hayley Jaeger chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
  - a. Hayley Jaeger must meet at least annually with the Board's Probation Committee, the first meeting to be held February 1, 2027. Additional periodic appearances may be requested.
  - b. The Ohio Board of Pharmacy hereby declares that Hayley Jaeger's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
  - c. Hayley Jaeger 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. Hayley Jaeger may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
  - e. Hayley Jaeger may not engage in a consult agreement, unless approved by the board.
  - f. Hayley Jaeger may not destroy, assist in, or witness the destruction of controlled substances.
  - g. Hayley Jaeger may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
  - h. Hayley Jaeger must not violate the drug laws of Ohio, any other state, or the federal government.
  - i. Hayley Jaeger must abide by the rules of the Ohio Board of Pharmacy.
  - j. Hayley Jaeger must comply with the terms of this Order.
  - k. Hayley Jaeger's license is deemed not in good standing until successful completion of the probationary period.
  - l. Hayley Jaeger 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, Hayley Jaeger must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
  9. Hayley Jaeger 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. Hayley Jaeger 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 Hayley Jaeger 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 Hayley Jaeger's license.
  12. Periods during which Hayley Jaeger 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 Hayley Jaeger.

Further, the Board hereby grants the parties' 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: B, C, and D.

Trina Buettner moved for Findings of Fact; Leonard Hubert seconded the motion. Motion passed (Yes-6/No-0).

Trina Buettner moved for the Decision of the Board; Leonard Hubert seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

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- 10:31 a.m.** The Board took a brief recess.
- 10:35 a.m.** The Board returned to public session
- 10:35 a.m.** Ms. DeFiore-Hyrmer provided the OARRS Report.
- 10:47 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 10:49 a.m.** Ms. Southard provided the Licensing Report.
- 10:52 a.m.** Ms. Southard presented the Pharmacist Examination Request of Lindsey Kessler-Vandalia, Ohio (APP-000830953) to the Board for consideration.
- R-2026-0276** Mr. George moved that the Board grant Lindsey Kessler's request. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.
- 10:53 a.m.** Ms. Southard presented the Pharmacy Intern renewal request of Saif Masri – Fairfield Twp., Ohio (060000012).
- R-2026-0277** Mr. Grimm moved that the Board grant Saif Masri's request. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.
- 11:00 a.m.** Ms. Southard led a discussion on Broker License Requirements and will bring this item back before the Board with more information at a future date.
- 11:02 a.m.** Ms. Southard presented a resolution titled Distribution of Investigational New Drugs/Products in Ohio to the Board for approval.
- R-2026-0278** Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Whiston and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:
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**Board Resolution: Distribution of Investigational New Drugs/Products in Ohio**

*Pursuant to Board resolution “[Licensure of Investigational New Drug/Product Suppliers](#)” adopted on August 4, 2025, the Board hereby determines that any current supplier of investigational new drugs or products that has (1) submitted an application for a drug distributor or terminal distributor license with the Ohio Board of Pharmacy via the eLicense Ohio portal, (2) submitted all information required for the licensure application except BCI and FBI criminal records checks results for all required persons pursuant to rule 4729:6-2-03 of the Ohio Administrative Code, and (3) received official notice from the Board’s Licensing Department, may continue to distribute investigational new drugs or products to Ohio licensed drug distributors, terminal distributors, or patients until further advised by the Board.*

*An investigational new drug or product supplier shall make every effort to complete the criminal records checks requirements to satisfy the application requirements. The Board’s Licensing Department may require the applicant to supply additional information to support the applicant’s efforts in submitting the required information to Ohio BCI. The Board reserves the right to rescind this resolution and approval at any time.*

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**11:09 a.m.**

Ms. Southard presented a resolution titled Approved Jurisprudence Examinations and License Requirements for Pharmacist Licensure by Examination in Ohio to the Board for approval.

**R-2026-0279**

Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

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**Resolution: Approved Jurisprudence Examinations and License Requirements for Pharmacist Licensure by Examination**

*The Board hereby approves the Uniform Multistate Pharmacy Jurisprudence Examination (UMPJE) administered by the National Association of Boards of Pharmacy (NABP) as an approved jurisprudence examination effective April 1, 2026, pursuant to paragraph (A)(2)(b) of section 4729:1-2-01 of the Ohio Administrative Code.*

*Effective October 1, 2026, the Board will no longer accept the Ohio specific Multistate Pharmacy Specific Jurisprudence Examination (MPJE) as currently permitted in paragraph (A)(2)(a) of rule 4729:1-2-01 of the Ohio Administrative Code. However, a passing score on the Ohio specific MPJE obtained prior to October 1, 2026 will remain valid as currently permitted in paragraph (F) of rule 4729:1-2-01 of the Ohio Administrative Code.*

*To satisfy the requirements for licensure, the Board hereby requires all applicants for pharmacist licensure by examination who complete the Uniform Multistate Pharmacy Jurisprudence Examination (UMPJE) to complete a review of Ohio law and rules governing the practice of pharmacy developed by the board or approved by the board pursuant to paragraph (A)(4) of rule 4729:1-2-03 of the Ohio Administrative Code. The course may be completed at any time during the licensure process but shall be completed prior to issuance of an applicant’s license.*

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- 11:25 a.m.** Mr. Schierholt provided the Executive Director Report.
- 11:26 a.m.** The Board took a brief recess.
- 11:33 a.m.** The Board returned to public session.
- 11:33 a.m.** Ms. Wai presented a resolution to correct a citation in the three-factor analysis on emergency rule 4729:9-1-01.1 – Mitragynine-related compounds which was previously approved at the January 2026 Board Meeting.
- R-2026-0280** Ms. Buettner moved that the Board approve the Resolution. The motion was seconded by Mr. Whiston and approved by the Board: Yes-6, No-0 and the following citation was corrected:

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Classification of Mitragynine-Related Compounds as Schedule I Controlled Substances – Emergency Rule

xiv Ellis CR, Racz R, Kruhlak NL, Kim MT, Zakharov AV, Southall N, et al. (2020) Evaluating kratom alkaloids using PHASE. PLoS ONE 15(3):e0229646. <https://doi.org/10.1371/journal.pone.0229646>

xiv American Pharmaceutical Review. Statement from FDA Commissioner on Agency’s Scientific Evidence on the Presence of Opioid Compounds in Kratom. <https://www.americanpharmaceuticalreview.com/1315-News/346939-Statement-from-FDA-Commissioner-on-Agency-s-Scientific-Evidence-on-the-Presence-of-Opioid-Compounds-in-Kratom/>. (Accessed Jan. 14, 2025).

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- 11:35 a.m.** Ms. Wai presented rule 4729:4-1-01 – *Definitions - impaired licensees, registrants, and probation (AMEND)* to the Board for approval.
- R-2026-0281** Ms. Buettner moved that the Board approve rule 4729:4-1-01 – *Definitions - impaired licensees, registrants, and probation (AMEND)* for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.
- 11:36 a.m.** Ms. Wai presented rule 4729:8-3-02 – *Information required for submission* to the Board for approval.
- R-2026-0282** Mr. Grimm moved that the Board approve rule 4729:8-3-02 – *Information required for submission* for filing with JCARR. The motion was seconded by Mr. Hubert and approved by the Board: Yes-6, No-0.
- 11:37 a.m.** Ms. Wai presented rule 4729:5-2-01 | *Responsible person - terminal distributor* to the Board for approval.
- R-2026-0283** Mr. Miller moved that the Board approve rule 4729:5-2-01 | *Responsible person - terminal distributor* for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

**11:47 a.m.** Ms. Wai presented rule 4729:5-3-25 | *Electronic product verification (NEW)* to the Board for approval.

**R-2026-0284** Mr. Grimm moved that the Board approve rule 4729:5-3-25 | *Electronic product verification (NEW)* for filing with CSI and JCARR. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0.

**12:10 p.m.** Ms. Wai reviewed the comments for rule 4729:9-1-01.1 – *Mitragynine-Related Compounds (NEW)* and presented the rule to the Board for approval.

**R-2026-0285** Mr. Grimm moved that the Board approve rule 4729:9-1-01.1 – *Mitragynine-Related Compounds (NEW)* for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

**12:20 p.m.** The Board took a brief recess.

**1:04 p.m.** The Board returned to public session.

**R-2026-0286** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Phoenix MD, Cincinnati, Ohio (0260003509), Mr. Grimm moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Phoenix MD, Cincinnati, Ohio (0260003509). The motion was seconded by Mr. Whiston and approved by the Board: Yes-6, No-0.

**R-2026-0287** After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee GRT Performance Methods, Toledo, Ohio (0260003555), Mr. Grimm moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to GRT Performance Methods, Toledo, Ohio (0260003555). The motion was seconded by Mr. Whiston and approved by the Board: Yes-6, No-0.

**R-2026-0288** Mr. George moved that the January 6, 2026, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0.

**R-2026-0289** Mr. George moved that the January 6, 2026, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0.

**R-2026-0290** Mr. George moved that the January 14, 2026, Conference Call Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0.

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**R-2026-0291** Mr. Huston 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-2025-0242**

**Tina Moore**  
**License No. 09-205742**  
173 East Main St.  
Salineville, OH 43945

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Tina Moore for the purpose of resolving all issues between the parties relating to the Board investigation of Tina Moore using a pharmacist's PIN password to complete a pharmacist-only job duty, without pharmacist approval. Together, the Board and Tina Moore 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Tina Moore is a registered pharmacy technician in the state of Ohio under registration number 09-205742.

**FACTS**

1. The Board initiated an investigation of Tina Moore, registered pharmacy technician registration number 09-205742, related to Tina Moore using a pharmacist's PIN password to complete a pharmacist-only job duty, without pharmacist approval.
2. On or about November 19, 2025, the Board sent a Notice of Opportunity for Hearing to Tina Moore which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about December 7, 2025, Tina Moore timely requested an administrative hearing, which was subsequently scheduled before Hearing Examiner Michelle Riske-Morris for January 14, 2026.

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. Tina Moore neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 19, 2025; 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. Tina Moore agrees to pay to the Board a monetary penalty in the amount of \$100. This fine will be attached to Tina Moore's registration 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. The Board hereby imposes a written reprimand on Tina Moore's technician registration, number 09-205742.
5. Tina Moore agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Tina Moore understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Tina Moore 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 or registration, including the Board on renewal applications or applications for a new license.
8. Tina Moore 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.
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.

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**R-2026-0292**

Mr. Huston 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-2025-0350**

**Blue Sky Med Spa**  
**License No. 02-62001097**  
c/o Dr. Maura Manning  
480 S. 3rd St.  
Columbus, OH 43215-5702

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Blue Sky Med Spa (Blue Sky) for the purpose of resolving all issues between the parties relating to the Board investigation of Blue Sky's possession and administration of unapproved dangerous drugs obtained from an unlicensed source, and drug storage, compounding, and recordkeeping violations. Together, the Board and Blue Sky 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. Blue Sky is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62001097.

**FACTS**

1. The Board initiated an investigation of Blue Sky, Terminal Distributor of Dangerous Drugs license number 02-62001097, related to Blue Sky's possession and administration of unapproved dangerous drugs obtained from an unlicensed source, and drug storage, compounding, and recordkeeping violations.
2. On or about November 5, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Blue Sky, 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 November 10, 2025, Blue Sky, through co-owner Dr. Maura Manning, timely requested an administrative hearing, which was subsequently scheduled for February 2, 2026.

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. Blue Sky admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated November 5, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Blue Sky's TDDD license number 02-62001097 and reinstate the license immediately upon the effective date of this Agreement.
4. Blue Sky agrees to pay to the Board a monetary penalty in the amount of \$25,000. This fine will be attached to your license record and must be paid no later than one year 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 Responsible Person.
5. The Board hereby imposes a written reprimand on Blue Sky's TDDD license, number 02-62001097.
6. Blue Sky agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
7. Blue Sky 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.
8. Blue Sky 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 Blue Sky 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 Blue Sky by the Board and will NOT discharge Blue Sky from any obligation under the terms of this Agreement.
9. Blue Sky agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10. Blue Sky understands that it has the right to be represented by counsel for review and execution of this agreement.
11. 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 Blue Sky will operate.
12. Blue Sky 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.
13. 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.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. 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.
16. 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-2026-0293**

Mr. Huston 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-2025-0351**

**Luxe Laser**  
**License No. 02-2395550**  
Shazeeda Bakhsh, APRN-CNP  
1500 Holland Rd.  
Maumee, OH 43537

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Luxe Laser for the purpose of resolving all issues between the parties relating to the Board investigation of Luxe Laser's possession and administration of unapproved dangerous drugs obtained from an unlicensed source, and drug storage

and handling, compounding, and recordkeeping violations. Together, the Board and Luxe Laser 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. Luxe Laser is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2395550.

### **FACTS**

1. The Board initiated an investigation of Luxe Laser, Terminal Distributor of Dangerous Drugs license number 02-2395550, related to Luxe Laser’s possession and administration of unapproved dangerous drugs obtained from an unlicensed source, and drug storage and handling, compounding, and recordkeeping violations.
2. On or about November 4, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Luxe Laser, 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 December 2, 2025, Luxe Laser, through counsel Eric J. Plinke and Gregory A. Taposci, timely requested an administrative hearing, which was subsequently scheduled for February 3, 2026.

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. Luxe Laser admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated November 4, 2025, and the Board finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Luxe Laser’s TDDD license number 02-2395550 and reinstate the license immediately upon the effective date of this Agreement.

4. Luxe Laser agrees to pay to the Board a monetary penalty in the amount of \$35,000. This fine will be attached to your license record and must be paid no later than one year 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 Responsible Person.
5. The Board hereby imposes a written reprimand on Luxe Laser's TDDD license, number 02-2395550.
6. Luxe Laser agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
7. Luxe Laser expressly states and affirms that former owner Wade Banker will not hold any role, responsibility, or duties related to the ownership, management or operation of the TDDD in any capacity. Wade Banker will not participate in, supervise, direct, access, or influence, any aspect of the TDDD's operations, including but not limited to clinical services, procurement or handling of medication, regulatory compliance, staffing, financial management, or day-to-day business activities.
8. Luxe Laser 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.
9. Luxe Laser 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 Luxe Laser 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 Luxe Laser by the Board and will NOT discharge Luxe Laser from any obligation under the terms of this Agreement.
10. Luxe Laser agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Luxe Laser understands that it has the right to be represented by counsel for review and execution of this agreement.
12. 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 Luxe Laser will operate.

13. Luxe Laser 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.
14. 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.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. 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.
17. 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-2026-0294**

Mr. Huston 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-2025-0255**

**Julia Flores**  
**Registration No. 09-319953**  
1408 Crestwood Road  
Toledo, Ohio 43612

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Julia Flores, for the purpose of resolving all issues between the parties relating to Julia Flores overfilling her prescriptions while working as a pharmacy technician. Together, the Board and Julia Flores 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 registered pharmacy technician in the state of Ohio.

2. Julia Flores is a certified pharmacy technician in the state of Ohio under registration number 09-319953.

### FACTS

1. The Board initiated an investigation of Julia Flores, certified pharmacy technician, registration number 09-319953, related to Julia Flores overfilling her prescriptions while working as a pharmacy technician.
2. After the issuance of the Notice of Opportunity for Hearing, Julia Flores requested to surrender her certified pharmacy technician registration.

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. Julia Flores neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 5, 2026; 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. **JULIA FLORES VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY HER REGISTRATION AS A CERTIFIED PHARMACY TECHNICIAN, REGISTRATION NO. 09-319953, WITH DISCIPLINE PENDING.**
4. **Julia Flores may never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 4729. or 4752. of the Revised Code.**
5. Julia Flores agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Julia Flores understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Julia Flores 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, as required by that state or jurisdiction, including to the Board on renewal applications or applications for a new license.
8. Julia Flores waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

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**R-2026-0295**

Mr. Huston 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-2025-0389**

**Dubos & Stewart DDS, Inc.**  
**License No. 02-64000626**  
c/o Dr. Lisa Dubos  
1200 Lancaster Pike  
Circleville, OH 43113

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Dubos & Stewart DDS, Inc. (Dubos & Stewart) for the purpose of resolving all issues between the parties relating to the Board investigation of the purchase of non-FDA approved drugs from an unlicensed wholesaler and various inspection violations. Together, the Board and Dubos & Stewart 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. Dubos & Stewart is a licensed Terminal Distributor of Dangerous Drugs under license number 02-64000626.

**FACTS**

1. The Board initiated an investigation of Dubos & Stewart, Terminal Distributor of Dangerous Drugs license number 02-64000626, related to Dubos & Stewart's purchase of non-FDA approved drugs from an unlicensed wholesaler and various inspection violations.
2. On or about December 10, 2025, the Board sent a Notice of Opportunity for Hearing to Dubos & Stewart, 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 December 14, 2025, Dubos & Stewart timely requested an administrative 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. Dubos & Stewart admits to the facts set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated December 10, 2025. The Board determines that it has sufficient evidence to sustain those facts, finds them to violate Ohio law, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Dubos & Stewart's TDDD license number 02-64000626 and reinstate the license immediately upon the effective date of this agreement.
4. Dubos & Stewart agrees to pay to the Board a monetary penalty the amount of \$25,000. 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.
5. The Board hereby imposes a written reprimand on Dubos & Stewart's TDDD license, number 02-64000626.
6. Dr. Lisa Dubos, the Responsible Person for Dubos & Stewart, agrees to attend a Board-sponsored Responsible Person 101 presentation (one hour) within six months from the effective date of this agreement.
7. Dr. Lisa Dubos must obtain six hours of approved professional continuing education on the topics of drug storage and handling, regulatory compliance, and/or law or ethics. The professional continuing education must be completed within six months of the effective date of this Agreement. Copies of completed continuing

education and proof of attendance at the Responsible Person 101 Roundtable must be emailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).

8. Dubos & Stewart 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.
9. Dubos & Stewart 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 Dubos & Stewart 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 Dubos & Stewart by the Board and will NOT discharge Dubos & Stewart from any obligation under the terms of this Agreement.
10. Dubos & Stewart agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. Dubos & Stewart understands that it has the right to be represented by counsel for review and execution of this agreement.
12. 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 Dubos & Stewart will operate.
13. Dubos & Stewart 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.
14. 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.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. 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.
17. 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-2026-0296**

Mr. Huston 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-2024-0185**

**Grant Cromeens**  
**License No. 09-125928**  
380 Summerhill Drive  
Aurora, OH 44202

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Grant Cromeens for the purpose of resolving all issues between the parties relating to the Board investigation of working at CVS Pharmacy #3393, located at 118 W. Garfield Rd., Aurora, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Grant Cromeens 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Grant Cromeens was a pharmacy technician trainee in the state of Ohio under registration number 09-125928. He is now a registered pharmacy technician under registration number 09-221254.

**FACTS**

1. The Board initiated an investigation of Grant Cromeens, pharmacy technician trainee registration number 09-125928, related to Grant Cromeens’s working as a pharmacy technician trainee at CVS Pharmacy #3393 without maintaining a valid registration as a pharmacy technician.
2. On or about December 19, 2025, 2025 the Board sent a Notice of Opportunity for Hearing to Grant Cromeens which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

**TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Grant Cromeens neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 19, 2025; 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. Grant Cromeens agrees to pay to the Board the amount of \$25.00. This fine will be attached to the registration 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. The Board hereby imposes a written reprimand on Grant Cromeens's pharmacy technician trainee registration, number 09-125928.
5. Grant Cromeens agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Grant Cromeens understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Grant Cromeens 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 or registration, including the Board on renewal applications or applications for a new license.
8. Grant Cromeens 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.
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.

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**R-2026-0297**

Mr. Huston 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-2025-0252**

**Wellness Flow Columbus dba Elmntl**  
**License No. 02-62001117**  
300 Marconi Blvd., Ste 306  
Columbus, OH 43215

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Wellness Flow Columbus dba Elmntl (“Elmntl”) for the purpose of resolving all issues between the parties relating to the Board investigation of Elmntl’s distribution and possession of unapproved dangerous drugs, obtained from unlicensed sources. Together, the Board and Elmntl 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. Elmntl is a licensed Terminal Distributor of Dangerous Drugs under license number 02-62001117.

**FACTS**

1. The Board initiated an investigation of Elmntl, Terminal Distributor of Dangerous Drugs license number 02-62001117, related to Elmntl’s distribution and possession of unapproved dangerous drugs, obtained from unlicensed sources.
2. On or about August 22, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Elmntl, 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 15, 2025, Elmntl, through counsel Kristina Dahmann, timely requested an administrative hearing, which was subsequently scheduled for December 9, 2025. On October 28, 2025, Respondent requested a continuance of the December 9, 2025, hearing, which was granted. The administrative hearing was rescheduled for March 2, 2026.

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. Elmntl admits allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated August 22, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board will lift the summary suspension imposed on Elmntl's TDDD license number 02-62001117 and reinstate the license immediately upon the effective date of this Agreement.
4. Elmntl agrees to pay to the Board a monetary penalty the amount of \$25,000. 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 the cart of the Responsible Person.
5. The Board hereby imposes a written reprimand on Elmntl's TDDD license, number 02-62001117.
6. Elmntl agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education, to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
7. Elmntl 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.
8. Elmntl 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 Elmntl 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 Elmntl by the Board and will NOT discharge Elmntl from any obligation under the terms of this Agreement.

9. Elmntl agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Elmntl understands that it has the right to be represented by counsel for review and execution of this agreement.
11. 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 Elmntl will operate.
12. Elmntl 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.
13. 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.
14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. 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.
16. 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-2026-0298**

Mr. Huston 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-2023-0381**

**All Seasons Medical Clinic  
License No. 02-2803700  
699 Harrisburg Pike  
Columbus, OH 43223**

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and All Seasons Medical Clinic (All Seasons) for the purpose of resolving all issues between the parties relating to the Board investigation of pharmacy law violations discovered during multiple inspections. Together, the Board and All Seasons 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. All Seasons was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2803700.

### **FACTS**

1. The Board initiated an investigation of All Seasons, Terminal Distributor of Dangerous Drugs license number 02-2803700, related to multiple inspections of All Seasons' location which identified multiple pharmacy law violations.
2. On or about September 23, 2025, the Board sent a Notice of Opportunity for Hearing to All Seasons, 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 October 21, 2025, All Seasons, through counsel Nelson E. Genshaft, timely requested an administrative hearing, which was subsequently scheduled for March 4, 2026.

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. All Seasons neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 23, 2025; 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 All Seasons' TDDD license, number 02-2803700.
4. All Seasons agrees and acknowledges that this Board 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.

5. All Seasons 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 All Seasons of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted All Seasons by the Board and will NOT discharge All Seasons from any obligation under the terms of this Agreement.
6. All Seasons agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. All Seasons understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom All Seasons will operate.
9. All Seasons 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.
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-2026-0299**

Mr. Huston 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-2025-0115**

**Kathy Jones Aesthetics  
License No. 02-2516400**  
3215 Madison Rd.  
Cincinnati, OH 45209

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

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Kathy Jones Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of Kathy Jones Aesthetics' drug storage and handling, personally furnishing, and recordkeeping violations. Together, the Board and Kathy Jones Aesthetics 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. Kathy Jones Aesthetics is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2516400.

**FACTS**

1. The Board initiated an investigation of Kathy Jones Aesthetics, Terminal Distributor of Dangerous Drugs license number 02-2516400, related to Kathy Jones Aesthetics' drug storage and handling, personally furnishing, and recordkeeping violations.
2. On or about October 10, 2025, the Board sent a Notice of Opportunity for Hearing to Kathy Jones Aesthetics, 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 October 24, 2025, Kathy Jones Aesthetics, through counsel Gregory Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for March 3, 2026.

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. Kathy Jones Aesthetics neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 10, 2025; 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. Kathy Jones Aesthetics agrees to pay to the Board a monetary penalty the amount of \$10,000.00. 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 Kathy Jones Aesthetics' TDDD license, number 02-2516400.
5. Kathy Jones Aesthetics agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person 101 Roundtable (one hour) and (2) obtain six hours professional continuing education (0.6 CEUs), to be pre-approved by the Board and which may not also be used for license renewal, and must be in the following topic areas: drug storage and handling, regulatory compliance and/or law/ethics. The continuing education must be completed within six months from the effective date of this Agreement. Copies of completed CEs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
6. Kathy Jones Aesthetics agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Kathy Jones Aesthetics 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 Kathy Jones Aesthetics 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 Kathy Jones Aesthetics by the Board and will NOT discharge Kathy Jones Aesthetics from any obligation under the terms of this Agreement.
8. Kathy Jones Aesthetics agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Kathy Jones Aesthetics understands that it has the right to be represented by counsel for review and execution of this agreement.

10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Kathy Jones Aesthetics will operate.
  11. Kathy Jones Aesthetics 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.
  12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
  15. 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-2026-0300**

Mr. George 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, 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, and 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 a roll-call vote was conducted by *President* Huston as follows: Buettner-yes; George-yes; Grimm-yes; Hubert-yes; Miller-yes, and Whiston-yes.

**3:08 p.m.**

The Board returned to public session and Ms. Maerten-Moore re-presented rule 4729:9-1-01.1 – *Mitragynine-Related Compounds* to the Board to consider two comments that were inadvertently left out of the comments package.

**R-2026-0301**

After reviewing the additional comments, Mr. Grimm moved that the Board approve rule 4729:9-1-01.1 – *Mitragynine-Related Compounds*, with additional amendments in paragraph (A)(4), for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

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**R-2026-0302**

After votes were taken in public session, the Board adopted the following order in the Matter of Shemere Lampkin, Maineville, Ohio.

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

Case Number A-2025-0253

In The Matter Of:

**Shemere Lampkin**

353 Indian Lake Drive

Maineville, OH 45039

Registration No. 09-125154

**INTRODUCTION**

Shemere Lampkin (Respondent) was registered as a pharmacy technician trainee, registration number 09-125154. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on August 25, 2025. Respondent timely requested a hearing. The Matter of Shemere Lampkin came for hearing before Hearing Examiner Robert Angell on November 17, 2025. Respondent attended the hearing virtually 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 Petitioner via email, confirmation of receipt requested, on or about January 5, 2026. The Board received confirmation of receipt via an electronic delivery receipt. The matter subsequently came for consideration by the Board on February 2, 2026, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh.; Tom Whiston, RPh;

Anthony Buchta, Sr., RPh and Mindy Ferris, RPh; 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 Respondent's Exhibits, the hearing transcript, and Hearing Examiner Angell's Report and Recommendation.

**DECISION OF THE BOARD**

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Angell's Report and Recommendations, as set forth in the August 25, 2025, Notice Letter.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law as set forth in Hearing

Examiner Angell's Report and Recommendation, as set forth in the August 25, 2025, Notice Letter.

This matter came before the Board pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code. The Board has considered the record as a whole, including all admitted Exhibits, Findings of Fact, and the Conclusions of Law, the Board hereby adopts the recommendation of the Hearing Examiner and orders the following:

1. The Board hereby **REVOKES** Shemere Lampkin's Pharmacy Technician Trainee Registration, registration number 09-125154.

T.J. Grimm moved for Findings of Fact; Jason George seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Conclusions of Law; Jason George seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Action of the Board; Jason George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

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**R-2026-0303**

After votes were taken in public session, the Board adopted the following order in the Matter of Gregory Schuller, Willoughby, Ohio.

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

Case Number A-2025-0268

In The Matter Of:

**Gregory Schuller**

38575 Mary Clarke Drive

Willoughby, OH 44094

Registration No. 09-302013

**INTRODUCTION**

Gregory Schuller (Respondent) maintains a Certified Pharmacy Technician Registration (No. 09-302013) with the Ohio Board of Pharmacy (Board). The Board issued a Summary Suspension/Notice of Opportunity for Hearing on September 4, 2025. Respondent timely requested a hearing and the Matter of Gregory Schuller came for hearing before Hearing Examiner Linda Mosbacher on November 18, 2025. 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 January 5, 2026. The Board received confirmation of receipt via electronic delivery receipt. The matter subsequently came for consideration by the Board on February 2, 2026, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Absent: Anthony Buchta, Sr., RPh; Mindy Ferris, RPh.

#### 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: State's Exhibits 1-6, Respondent's Exhibits A&B, the hearing transcript, Hearing Examiner Mosbacher's Report and Recommendation, a letter from Respondent, and a letter from OhioPHP.

#### 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 Findings of Fact 1 through 12, inclusive, as set forth in Hearing Examiner Mosbacher's Report and Recommendation as the Board's Findings of Fact.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves Conclusions of Law, 1 through 10, inclusive, as set forth in Hearing Examiner Mosbacher's Report and Recommendation as the Board's Conclusions of Law.

#### 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 Mosbacher in part and modifies in part.

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Gregory Schuller on September 4, 2025.

Pursuant to Section 4729.96 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby **suspends indefinitely** certified pharmacy technician registration no. 09-302013 held by Gregory Schuller and such suspension is effective as of the date of the issuance of this Order.

Gregory Schuller, 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 Ohio Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

Further, beginning twelve (12) months from the date of the Summary Suspension (September 4, 2025), the Board will consider any petition filed by Gregory Schuller for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will

only consider reinstatement of the technician registration if the following conditions have been met:

1. Gregory Schuller must maintain a current address with the Board throughout the duration of the suspension.
2. Respondent must enter into and comply with a contract with a Board-approved treatment monitoring program;
3. The Board will only consider reinstatement of Gregory Schuller's technician registration if he provides documentation of the following in his reinstatement petition:
  - a. Compliance with the Board-approved treatment provider(s), as required above;
  - b. Proof of his ability to practice pharmacy as a technician with the requisite skill, safety, and competence to the public, and to himself.
  - c. Compliance with the terms of this Order.
4. Gregory Schuller must provide continuing authorization for disclosure by the treatment provider(s) 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.
5. Gregory Schuller 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 Gregory Schuller to possible additional sanctions, including and up to revocation of his pharmacy technician registration.
6. Violation of any term of suspension, including but not limited to any violation of recommendations from an approved treatment provider may result in additional action before the Board up to and including revocation of Gregory Schuller's pharmacy technician registration.
7. 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.
8. Periods during which Gregory Schuller is not in compliance with all terms of suspension shall toll the length of time of suspension during which Gregory Schuller 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.
9. If Gregory Schuller's employment is related to the practice of pharmacy, Gregory Schuller must provide copies of the board order or settlement agreement to all

employers or prospective employers, all licensing authorities in which Gregory Schuller holds a professional license or applies for a professional license, all persons who provide Gregory Schuller chemical dependency treatment monitoring, and law enforcement and court personnel if Gregory Schuller has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this Order.

Mr. Grimm moved for Findings of Fact and Conclusions of Law; Mr. George seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Grimm moved for Decision of the Board; Mr. George seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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**R-2026-0304**

After votes were taken in public session, the Board adopted the following order in the Matter of Isabel Leonard, Bellefontaine, Ohio.

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**ORDER OF THE OHIO BOARD OF PHARMACY**  
**AMENDING AND ADOPTING**  
**REPORT AND RECOMMENDATION OF HEARING EXAMINER**

Case Number A-2025-0230

In The Matter Of:

**Isabel Leonard**

112 Carter Ave.

Bellefontaine, OH 43311

Registration No. 09-319960

**INTRODUCTION**

Isabel Leonard (Respondent) was registered as a certified pharmacy technician trainee, registration number 09-319960. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on August 6, 2025. Respondent timely requested a hearing. The Matter of Isabel Leonard came for hearing before Hearing Examiner Anna L. Bates on October 10, 2025. Respondent attended the hearing virtually 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 Petitioner via email, confirmation of receipt requested, on or about January 8, 2026. The Board received confirmation of receipt via an electronic delivery receipt. The matter subsequently came for consideration by the Board on February 2, 2026, before the following members: Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh.; Tom Whiston, RPh;

Anthony Buchta, Sr., RPh and Mindy Ferris, RPh; 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 Bates' Report and Recommendation.

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby amends and adopts the Findings of Fact, to include the theft of a controlled substance in Allegations One and Two to have occurred "Between May 27, 2025, and August 4, 2025," as set forth in Hearing Examiner Bate's Report and Recommendations, as set forth in the August 25, 2025, Notice Letter.
2. Based on a thorough review of the entire administrative record in this matter, the Board hereby amends and adopts the Conclusions of Law, to include violations (3)(b), (3)(c), and (4)(a) as set forth in Hearing Examiner Bates' Report and Recommendation, as set forth in the August 25, 2025, Notice Letter.

This matter came before the Board pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code. The Board has considered the record as a whole, including all admitted Exhibits, Findings of Fact, and the Conclusions of Law, the Board hereby adopts the recommendation of the Hearing Examiner and orders the following:

1. The Board hereby lifts the Summary Suspension and **SUSPENDS** Isabel Leonard's Certified Pharmacy Technician Trainee Registration, registration number 09-319960, for One year from August 6, 2025, the date of the Summary Suspension. Respondent must comply with all terms and conditions of her Intervention in Lieu, State of Ohio vs. Isabel Leonard, CR 25 09 0160, Logan County, Ohio Court of Common Pleas.

T.J. Grimm moved for Findings of Fact; Jason George seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Conclusions of Law; Jason George seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Action of the Board; Jason George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

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**R-2026-0305**

After votes were taken in public session, the Board adopted the following order in the Matter of Neri Tawfiq, Pataskala, Ohio.

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**ORDER OF THE OHIO BOARD OF PHARMACY**

Case Number A-2025-0168

In The Matter Of:

**Neri Tawfiq, RPh**

1627 Geneva Road

Ann Arbor, MI 48103

Pending License No. APP-000929500

**INTRODUCTION**

The Matter of Neri Tawfiq, RPh, came for hearing on October 6, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Anthony Buchta, Sr., RPh and Mindy Ferris, RPh; Absent

Neri Tawfiq, RPh, was present virtually via Teams and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

The Board left the record in this matter open until January 16, 2026, for Neri Tawfiq to provide additional information to the Board for consideration. No additional information was provided to the Board for them to consider.

The Matter of Neri Tawfiq, RPh, was reviewed by the Board on February 2, 2026, by the following members of the Board: Jeff Huston, RPh, *Presiding*; Jason George, RPh, Vice President; Trina Buettner, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Tom Whiston, RPh.

Anthony Buchta, Sr., RPh and Mindy Ferris, RPh; Absent

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

1. Neri Tawfiq
2. Andrew Bouza

**Respondent's Witnesses:**

1. None

**State's Exhibits:**

1. Notice Letter
2. Request for Hearing
3. Scheduling Order

4. Application (with attachments)
5. Police Report
6. Police Report with Respondent's Annotations
7. Court Docket
8. Presentence Investigation
9. Video #1
10. Video #2

Respondent's Exhibits:

- A. 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. On your application submitted on or about March 4, 2025, you answered "Yes" to the question inquiring whether you have any other record of arrest (not related to drug charges), charges, or have a conviction of a felony, misdemeanor or traffic violation (even if dismissed or sealed or the equivalent thereof in another jurisdiction).
  - a. On or about April 9, 2024, you were arrested and charged with Assaulting/Resisting/Obstructing a Police Officer, pursuant to 750.81d(1) of the Michigan Penal Code, a Felony offense. On or about November 5, 2024, you pleaded No Contest to Attempt Assault/Resisting/Obstructing a Police Officer, pursuant to 750.81d(1) of the Michigan Penal Code, a Misdemeanor offense, and were found guilty by the Court. On or about January 17, 2025, you were sentenced to 18 months of probation. State of Michigan v Neri Tawfiq, 2024-24F5-5078-FY, 15<sup>th</sup> District Court, Ann Arbor, Michigan.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2023:
  - a. 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/or
  - b. 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, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the 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/or
  - 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)(d); and/or
  - c. 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).

#### 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 (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.

The Ohio Board of Pharmacy hereby **denies** the Application for a license to practice pharmacy as a pharmacist in the State of Ohio, APP-000929500, submitted by Neri Tawfiq on or about March 4, 2025.

Further, the Board hereby grants the parties' Motion to Redact the Record in this matter, specifically, Respondent's social security number in State's Exhibit 5.

Mr. Grimm moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Grimm moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Grimm moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

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**R-2026-0306**

Mr. Hubert moved to adjourn the February 2026 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

**3:18 p.m.**

The Board Meeting Adjourned.



\_\_\_\_\_  
Jeff Huston , RPh, President

03.02.2026

Date: \_\_\_\_\_



\_\_\_\_\_  
Steven W. Schierholt, Executive Director

03.02.2026

Date: \_\_\_\_\_