

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

Monday, March 2, 2026

10:05 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; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; Mindy Ferris, RPh; TJ Grimm, RPh; and Tom Whiston, RPh.

Absent: Rich Miller, RPh and Leonard Hubert, Public Member

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

10:06 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 Timothy Hopkins, Cincinnati, Ohio.

R-2026-0308

Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

10:34 a.m.

The Board returned to public session.

R-2026-0309

After votes were taken in public session, the Board adopted the following order in the Matter of Timothy Hopkins, Cincinnati, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2024-0151)

In The Matter Of:

Timothy Hopkins, RPh
9020 Whisperinghill Drive
Cincinnati, Ohio 45242
(License No. 03-320034)

INTRODUCTION

The Matter of Timothy Hopkins came for hearing on March 2, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; T.J. Grimm, RPh; Mindy Ferris, RPh; and Thomas Whiston, RPh.

Rich Miller, RPh and Leonard Hubert, *Public Member*; Absent.

Timothy Hopkins was not present and not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Karrie Southard – Director of Operations
2. Paul Schad – Board Specialist

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter (A-2024-0151)
2. Request for Hearing (A-2024-0151)
3. Initial Scheduling Order (A-2024-0151)
4. Current Scheduling Order (A-2024-0151)
- 5a. Indictment
- 5b. Entry Accepting Jury Verdict
6. Jury Verdict Forms
7. Sentencing Entry
8. Court of Appeals Decision
9. Docket
10. Notice Letter (A-2024-0503)
11. Request for Hearing (A-2024-0503)
12. First Scheduling Order (A-2024-0503)
13. Second Scheduling Order (A-2024-0503)
14. CE Monitor
15. CE Audit
16. Submission by Respondent
17. Review of Submission

18. E-mail from Respondent dated 10/8/2025

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 or about June 20, 2023, Timothy Hopkins was indicted in the Warren County Court of Common Pleas, Warren County, Ohio, for the following counts: Illegal cultivation of marihuana, possession of marihuana, possession of drugs (six counts), and possession of criminal tools.
2. On or about April 15, 2024, a trial by jury commenced. On or about April 19, 2024, the jury returned a verdict which the Court accepted. Timothy Hopkins was found guilty of the following counts possession of drugs, in violation of ORC 2925.11(A), a felony of the third degree; five counts of possession of drugs, in violation of ORC 2925.11(A), misdemeanors of the first degree; and possession of criminal tools, in violation of ORC 2923.24(A), a felony of the fifth degree. On or about April 22, 2024, the Court accepted the verdict and filed an Entry and Order Accepting Jury Verdict, as forth in Attachment A, attached hereto and incorporated as though fully set forth herein. *State of Ohio v. Timothy Hopkins, Case No. 23-CR-40695.*

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. Has been convicted of a felony, or a crime of moral turpitude, as defined in section 4776.10 of the Revised Code, ORC Section 4729.16 (A)(2)(a); and
 - b. Has been convicted of a misdemeanor related to, or committed in, the practice of pharmacy, ORC Section 4729.16 (A)(2)(d); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
2. Such conduct as set forth in the Findings of Fact, 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

- 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
- 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

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Timothy Hopkins on May 2, 2024.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely pharmacist license no. 03-320034, held by Timothy Hopkins, and such suspension is effective as of the date of the issuance of this Order.

Timothy Hopkins, pursuant to Rule 4729:1-1-01(T) 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 three years from the issuance of the Summary Suspension/Notice of Opportunity for Hearing, the Board will consider any petition filed by Timothy Hopkins for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement.

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

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

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

SO ORDERED.

R-2026-0310

After votes were taken in public session, the Board adopted the following order in the Matter of Timothy Hopkins, Cincinnati, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

(Case Number A-2024-0503)

In The Matter Of:

Timothy Hopkins, RPh
9020 Whisperinghill Drive
Cincinnati, Ohio 45242
(License No. 03-320034)

INTRODUCTION

The Matter of Timothy Hopkins came for hearing on March 2, 2026, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Presiding*; Jason George, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Trina Buettner, RPh; T.J. Grimm, RPh; Mindy Ferris, RPh; and Thomas Whiston, RPh.

Rich Miller, RPh and Leonard Hubert, *Public Member*; Absent.

Timothy Hopkins was not present and not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. Karrie Southard – Director of Operations
2. Paul Schad – Board Specialist

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter (A-2024-0151)
2. Request for Hearing (A-2024-0151)
3. Initial Scheduling Order (A-2024-0151)
4. Current Scheduling Order (A-2024-0151)
- 5a. Indictment
- 5b. Entry Accepting Jury Verdict
6. Jury Verdict Forms
7. Sentencing Entry
8. Court of Appeals Decision
9. Docket
10. Notice Letter (A-2024-0503)

11. Request for Hearing (A-2024-0503)
12. First Scheduling Order (A-2024-0503)
13. Second Scheduling Order (A-2024-0503)
14. CE Monitor
15. CE Audit
16. Submission by Respondent
17. Review of Submission
18. E-mail from Respondent dated 10/8/2025

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 or about July 17, 2023, Timothy Hopkins renewed their license to practice as a pharmacist with the Board. In the renewal application, Timothy Hopkins was asked if they had earned the required number of continuing education hours ("C.E.U.s") for the 2023 continuing education period – September 16, 2021 to September 15, 2023. Respondent answered, "Yes, I have earned the required hours."
2. On or about April 2024, the Board conducted an audit utilizing Accreditation Council for Pharmacy Education ("ACPE") provider data reported to the National Association of Boards of Pharmacy's ("NABP's") Continuing Pharmacy Education ("CPE") Monitor Program and Board approved jurisprudence and volunteer prover data reported to the Board's Continuing Education program and observed that Timothy Hopkins completed a total of 0 C.E.U.s and was 3.0 C.E.U.s (30 hours) deficient of the 3.0 C.E.U.s (30 hours) required for the 2023 reporting period. Timothy Hopkins later provided certificates of completion of 2.0 C.E.U.s during the 2023 continuing education period and therefore the Board determines that he was deficient 1.0 C.E.U.s (10 hours) total.

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. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC Section 4729.16 (A)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and

- c. Committed fraud, misrepresentation, or deception in applying for or securing a license or identification card issued by the board under this chapter or under Chapter 3715. or 3719. of the Revised Code, ORC Section 4729.16(A)(2)j); and
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)l).
2. Such conduct as set forth in the Findings of Fact, 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. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
 - c. Committed fraud, misrepresentation, or deception in applying for or securing a license issued by the board under this chapter or under Chapter 3796., 3715., 3719., or 4752. of the Revised Code, OAC Rule 4729:1-4-01(B)(2)(i).
3. Such conduct as set forth in the Findings of Fact, each constitutes a violation of the following divisions of Rule 4729:1-5-02(A)(1) of the OAC as effective September 16, 2019, each violation punishable by a maximum penalty of \$500: * * *, three C.E.U.s (thirty contact hours) of approved continuing education shall be completed by a pharmacist licensed in accordance with Chapter 4729. of the Revised Code prior to the renewal of the pharmacist's license. At least 0.2 C.E.U.s of the total required C.E.U.s must be obtained in pharmacy jurisprudence and at least 0.2 C.E.U.s of the total required C.E.U.s must be obtained in patient or medication safety. The C.E.U.s must be obtained within a period that is no more than two years prior to September fifteenth of the year in which a pharmacist's license must be renewed.

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, the Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$500.00. This fine will be attached to the license record for Timothy Hopkins and must be paid no later than 180 days from the date of this Order. To pay this fine, Mr. Hopkins must log in to www.elicense.ohio.gov and process the items in the cart.

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

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

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

SO ORDERED.

- 10:38 a.m.** The Board took a brief recess.
- 10:48 a.m.** The Board returned to public session and Mr. Hubert joined the meeting.
- 10:48 a.m.** Ms. DeFiore-Hyrmer provided the OARRS Report.
- 10:58 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 10:59 a.m.** Ms. Southard provided the Licensing Report.
- 11:07 a.m.** Ms. Southard led a discussion on rule 4729-6-04 Continuing Education for Precepting Pharmacy Students.
- 11:18 a.m.** Ms. Southard presented the Non-Pharmacy Internship Credit Request from Zaid Sirhan - Hilliard, OH (061000123) to the Board for consideration.
- R-2026-0311** Mr. Grimm moved that the Board approve Zaid Sirhan for up to five hundred (500) experience hours, dating back to February 4, 2026. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 11:23 a.m.** Ms. Southard presented a request from Micro Merchant Systems, Inc. to waive the requirement to possess a current and valid wholesale distributor license issued by the state in which the business is physically located.
- R-2026-0312** Ms. Ferris moved that the Board approve the request from Micro Merchant Systems, Inc. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 11:30 a.m.** Ms. Southard presented the Pharmacist Examination Request of Amna Aftab – Boardman, OH (APP-000843801) to the Board for consideration.
- R-2026-0313** Ms. Ferris moved that the Board grant Amna Aftab a 12-month extension to take the NAPLEX. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 11:31 a.m.** Ms. Southard presented a resolution titled Successful completion of the Test of English as a Foreign Language (TOEFL) to the Board for approval.
- R-2026-0314** Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0 and the following resolution was adopted by the Board:
-

Successful completion of the Test of English as a Foreign Language (TOEFL)
a) Successful completion of the Test of English as a Foreign Language (TOEFL), Internet-based Test by Pharmacists and Interns

In recognition of the revised score scale to TOEFL iBT results by ETS and adoption by the National Association of Boards of Pharmacy, the Board hereby accepts the following TOEFL scores for any pharmacist or intern application received on or after January 21, 2026:

- *Writing: four and a half.*
- *Speaking: five.*
- *Listening: five.*
- *Reading: four.*

All TOEFL tests with results that met the previous score requirements will be accepted by the Board.

This resolution shall remain in effect until corresponding changes to OAC 4729:1-2-04 and 4729:2-2-07 are complete.

b) Successful completion of the Test of English as a Foreign Language (TOEFL), Internet-based Test by Registered and Certified Pharmacy Technicians

In recognition of the revised score scale to TOEFL iBT results by ETS the Board hereby accepts the following TOEFL scores for any registered or certified pharmacy technician application received on or after January 21, 2026:

- *Writing: three.*
- *Speaking: four.*
- *Listening: four.*
- *Reading: four.*

All TOEFL tests with results that met the previous score requirements will be accepted by the Board. Additionally, an applicant may demonstrate successful completion by utilizing the MyBest Scores section on their most recent TOEFL iBT score report.

This resolution shall remain in effect until corresponding changes to OAC 4729:3-2-05 are complete.

11:36 a.m.

Ms. Southard presented a resolution titled Responsible Person Requirements for Licensure to the Board for approval.

R-2026-0315

Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0 and the following resolution was adopted by the Board:

Responsible Person Requirements for Licensure

The Board hereby makes the following revisions to the Responsible Person Requirements for Licensure resolution last amended on October 6, 2025 (R-2026-0122) and publicly posted at www.pharmacy.ohio.gov/rp:

- Update the second bullet on page 2 to the following :

An executive director for the purposes of a limited terminal distributor of dangerous drugs license for animal shelter, humane society, ~~or~~ dog pound, **or wild animal rehabilitation facility** means any person that meets both of the following requirements:

1. Maintains control over day-to-day operations of a location; and
2. Is responsible for staffing decisions (including volunteers) such as hiring, termination, promotion, or allocation of staff resources or structure.

- Add the following to the Terminal – Facility – LIMITED license type:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide/OAC Code Section
WARF	Wild Animal Rehabilitation Facility	DVM, Executive Director, CET	*If Executive Director, must have CET as agent/employee *Must hold rehabilitation permit with ODNR	Animal Shelter (OAC 4729:5-15)

- Add the following to the Terminal – Pharmacy license type:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide / OAC Code Section
RD	Remote Dispensing Pharmacy	RPH	*RP must be the same as the RP of the supervising pharmacy	Outpatient Pharmacy (OAC 4729:5-5)

11:38 a.m.

Ms. Southard presented a resolution titled Approval of Responsible Person of a Remote Dispensing Pharmacy to be on more than one pharmacy license to the Board for approval.

R-2026-0316

Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0 and the following resolution was adopted by the Board:

Approval of Responsible Person of a Remote Dispensing Pharmacy to be on more than one pharmacy license.

As a requirement of rule 4729:5-18-02 (D), effective March 2026, and the requirement for the responsible person (RP) of a terminal distributor of dangerous drugs (TDDD) license

with a remote dispensing pharmacy classification to be the same pharmacist serving as the RP on the supervising pharmacy's TDDD license, the Board hereby approves a pharmacist to serve as the responsible person on more than one pharmacy license pursuant to rule 4729:5-2-01 of the Ohio Administrative Code. Furthermore, the Board waives the requirements in paragraph G of the aforementioned rule for the RP to submit a written request to the Board.

11:39 a.m.

Mr. McNamee presented a resolution titled Delay of Enforcement of USP 797/795 to the Board for approval.

R-2026-0317

Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0 and the following resolution was adopted by the Board:

Delay of Enforcement of USP 797/795

To allow for licensees to transition to the most current version of USP 797 and USP 795, the Ohio Board of Pharmacy hereby delays the implementation of paragraphs (B) and (C) of OAC 4729:7-1-01 until February 28, 2027. Licensees shall have until February 28, 2027, to come into full compliance with the versions of USP 797 and USP 795 set forth in OAC 4729:7-1-01.

Licensees that utilize beyond-use dating from the versions of USP 797 and USP 795 in OAC 4729:7-1-01 (effective Feb. 28, 2027) shall also demonstrate full compliance with those versions to be deemed in compliance with this resolution and OAC 4729:7.

11:40 a.m.

Mr. McNamee provided the Legislative Report.

11:43 a.m.

Mr. McNamee presented rules 4729:7-1-01 – *Compounding references*, 4729:4-1-05 – *Individual licensee or registrant probation*, and 4729:9-1-01.1 – *Mitragynine-Related Compounds* to the Board for approval.

R-2026-0318

Ms. Ferris moved that the Board approve rules 4729:7-1-01 – *Compounding references*, 4729:4-1-05 – *Individual licensee or registrant probation* for filing with JCARR and rule 4729:9-1-01.1 – *Mitragynine-Related Compounds* for filing with CSI and JCARR. The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.

11:46 a.m.

Mr. McNamee and Ms. Wai led a discussion on Prescription Pick-Up Kiosks.

12:20 p.m.

Mr. Schierholt provided the Executive Director Report.

12:38 p.m.

The Board took a brief recess.

1:08 p.m.

The Board returned to Public session.

R-2026-0319

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Terminal Distributor of Dangerous Drugs licensee Restore Medical LLC DBA: Restore

Medical, Mansfield, Ohio, Mr. Buchta moved that the Board summarily suspend the Terminal Distributor of Dangerous Drugs license belonging to Restore Medical LLC DBA: Restore Medical, Mansfield, Ohio (0260001451). The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

R-2026-0320

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Wholesale Distributor of Dangerous Drugs licensee Richie Pharmacal Co. Inc., Glasgow, Kentucky, Mr. Hubert moved that the Board summarily suspend the Wholesale Distributor of Dangerous Drugs license belonging to Richie Pharmacal Co. Inc., Glasgow, Kentucky (010027850). The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.

R-2026-0321

Mr. George moved that the February 2, 2026, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.

R-2026-0322

Mr. George moved that the February 2, 2026, 2026, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.

R-2026-0323

Mr. George moved that the February 4, 2026, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Whiston and approved by the Board: Yes-7, No-0.

R-2026-0324

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

**IN THE MATTER OF:
Case No. A-2025-0343**

DYL DBA South Lake Pharmacy
License No. 02-4200095
c/o Hector Medrano, RPh
38101 5th Ave.
Zephyrhills, FL 33542

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and DYL DBA South Lake Pharmacy (South Lake) for the purpose of resolving all issues between the parties relating to the Board investigation of the dispensation and shipment of compounded dangerous drugs to Ohio patients in violation of the Federal Drug & Cosmetic Act in that the drugs contained at least one active ingredient that does not have a USP/NF monograph, is not a drug substance that is a component of an FDA-approved drug, and does not appear on the approved 503A bulk drug substances list. Together, the Board and South Lake 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. South Lake is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000095.

FACTS

1. The Board initiated an investigation of South Lake, Terminal Distributor of Dangerous Drugs license number 02-42000095, related to South Lake's dispensation and shipment of compounded dangerous drugs to Ohio patients in violation of the Federal Drug & Cosmetic Act in that the drugs contained at least one active ingredient that does not have a USP/NF monograph, is not a drug substance that is a component of an FDA-approved drug, and does not appear on the approved 503A bulk drug substances list.
2. On or about November 4, 2025, the Board sent a Notice of Opportunity for Hearing to South Lake, 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, South Lake 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. South Lake admits to the facts set forth in the Summary Suspension/Notice of Opportunity for Hearing letter dated November 4, 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 South Lake's TDDD license number 02-42000095 and reinstate the license immediately upon the effective date of this agreement.
4. South Lake agrees to pay to the Board a monetary penalty the amount of \$50,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
5. The Board hereby imposes a written reprimand on South Lake's TDDD license, number 02-42000095.

6. Hector Medrano, RPh, the Responsible Person for South Lake, agrees to attend a Board-sponsored Responsible Person 101 presentation (one hour) within six months from the effective date of this agreement.
7. Hector Medrano, RPh must obtain six hours of approved professional continuing education. 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.
8. South Lake 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. South Lake 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 South Lake 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 South Lake by the Board and will NOT discharge South Lake from any obligation under the terms of this Agreement.
10. South Lake agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. South Lake 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 South Lake will operate.
13. South Lake 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-2026-0325

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

**IN THE MATTER OF:
CASE NO. A-2025-0388**

Kanodia MD dba Health and Happiness
License No. 02-60000340
c/o Dr. Anup Kanodia
660 Cooper Rd. Ste 400
Westerville, OH 43081-9394

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Kanodia MD Med Spa (Kanodia MD) for the purpose of resolving all issues between the parties relating to the Board investigation of Kanodia MD's possession of unapproved dangerous drugs obtained from an unlicensed source, and drug storage, compounding, and pick-up station violations. Together, the Board and Kanodia MD 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. Kanodia MD is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60000340.

FACTS

1. The Board initiated an investigation of Kanodia MD, Terminal Distributor of Dangerous Drugs license number 02-60000340, related to Kanodia MD's possession of unapproved dangerous drugs obtained from an unlicensed source, and drug storage, compounding, and pick-up station violations.
2. On or about December 10, 2025, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Kanodia MD, 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 January 12, 2026, Kanodia MD, through counsel, Douglas E. Graff, timely requested an administrative hearing, which was subsequently scheduled 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. Kanodia MD admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated December 10, 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 Kanodia MD's TDDD license number 02-60000340 and reinstate the license immediately upon the effective date of this Agreement.
4. Kanodia MD agrees to pay to the Board a monetary penalty in the amount of \$25,000. \$15,000 must be paid no later than 60 days from the effective date of this Agreement, and \$10,000 must be paid no later than one year from the effective date of this Agreement. This fine will be attached to your license record. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
5. The Board hereby imposes a written reprimand on Kanodia MD's TDDD license, number 02-60000340.
6. Kanodia MD agrees that the Responsible Person will (1) attend and successfully complete the Board sponsored Responsible Person Prescriber Clinics/Med Spas presentation (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.
7. Kanodia MD 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. Kanodia MD 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 Kanodia MD 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 Kanodia MD by the Board and will NOT discharge Kanodia MD from any obligation under the terms of this Agreement.

9. Kanodia MD agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Kanodia MD 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 Kanodia MD will operate.
12. Kanodia MD 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.

R-2026-0326

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

**IN THE MATTER OF:
CASE NO. A-2023-0033

IMPRIMIS NJOF, LLC.
License No. 01-2657150**

1705 Route 46, Suite 6B
Ledgewood, NJ 07852

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and IMPRIMIS NJOF, LLC., for the purpose of resolving all issues between the parties relating to the Board investigation of sales of compounded controlled substance to entities operating without a Board-issued license and not properly verifying licenses prior to sales. Together, the Board and IMPRIMIS NJOF, LLC. are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. IMPRIMIS NJOF, LLC., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2657150, which lists Kathleen Fucillo, as the Responsible Person.

FACTS

1. The Board initiated an investigation of IMPRIMIS NJOF, LLC., Wholesaler Distributor of Dangerous Drugs License No. 01-2657150, related to IMPRIMIS NJOF, LLC.’s illegal sales of dangerous drugs without obtaining a Board-issued license.
2. On or about November 13, 2024, the Board sent a Notice of Opportunity for Hearing to IMPRIMIS NJOF, LLC., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. IMPRIMIS NJOF, LLC. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 13, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. IMPRIMIS NJOF, LLC. agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to your license record and must be paid no

later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on IMPRIMIS NJOF, LLC.'s WDDD license, number 01-2657150.
5. IMPRIMIS NJOF, LLC. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. IMPRIMIS NJOF, LLC. agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by IMPRIMIS NJOF, LLC. 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 IMPRIMIS NJOF, LLC. by the Board and will NOT discharge IMPRIMIS NJOF, LLC. from any obligation under the terms of this Agreement.
7. IMPRIMIS NJOF, LLC. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. IMPRIMIS NJOF, LLC. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom IMPRIMIS NJOF, LLC. will operate.
10. IMPRIMIS NJOF, LLC. explicitly withdraws its request for hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0327

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

**IN THE MATTER OF:
CASE NO. A-2025-0055**

Steven Petrolewicz
License No. 09-306562
34200 Ridge Road, Apt. 507
Willoughby, OH 44094

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Steven Petrolewicz for the purpose of resolving all issues between the parties relating to the Board investigation of unprofessional conduct while working at Cleveland Clinic. Together, the Board and Steven Petrolewicz 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 certified pharmacy technician in the state of Ohio.
2. Steven Petrolewicz is a certified pharmacy technician in the state of Ohio under registration number 09-306562.

FACTS

1. The Board initiated an investigation of Steven Petrolewicz, certified pharmacy technician registration number 09-306562, related to Steven Petrolewicz’s unprofessional conduct while working at Cleveland Clinic.
2. On or about November 25, 2025, the Board sent a Notice of Opportunity for Hearing to Steven Petrolewicz which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about December 11, 2025, Steven Petrolewicz, timely requested an administrative hearing, which was subsequently scheduled for February 5, 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. Steven Petrolewicz neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 25, 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. Steven Petrolewicz agrees to pay to the Board the amount of amount of \$250.00. 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 and process the items in the cart.
4. Steven Petrolewicz must obtain six hours of approved continuing pharmacy education (0.6 CEUs) in the subject matter of Ethics which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. The 0.6 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Steven Petrolewicz's technician registration, number 09-306562.
6. Steven Petrolewicz agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Steven Petrolewicz understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Steven Petrolewicz 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.
9. Steven Petrolewicz explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0328

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

**IN THE MATTER OF:
CASE NO. A-2025-0016**

**Prakash Naik, RPh
License No. 03-228223
10 Tremore Way
Holland, OH 43528**

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Prakash Naik, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining appropriate registration with the Board. Together, the Board and Prakash Naik are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Prakash Naik is a licensed pharmacist in the state of Ohio under license number 03-228223.
3. Prakash Naik is the Responsible Person and owner of The Drug Store of Perrysburg, located at 580 Craig Drive, Suite #12, Perrysburg, Ohio.

FACTS

1. The Board initiated an investigation of Prakash Naik, pharmacist license number 03-228223, and The Drug Store of Perrysburg, related to an employee of The Drug Store of Perrysburg performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about December 24, 2025, the Board sent a Notice of Opportunity for Hearing to Prakash Naik, 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. Prakash Naik neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 24, 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. Prakash Naik agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Prakash Naik's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Prakash Naik's pharmacist license, number 03-228223.
5. Prakash Naik agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Prakash Naik understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Prakash Naik agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. Prakash Naik 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.

R-2026-0329

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

**IN THE MATTER OF:
CASE NO. A-2024-0491**

David Caires, RPh
License No. 03-338336
8334 Venice Heights Drive
Warren, OH 44484

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and David Caires, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of unprofessional conduct. Together, the Board and David Caires are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. David Caires is a licensed pharmacist in the state of Ohio under license number 03-338336.
3. David Caires was the Responsible Person at Meijer Pharmacy #329, located at 2100 Niles Cortland Rd. SE, Warren, Ohio.

FACTS

1. The Board initiated an investigation of David Caires, pharmacist license number 03-338336, related to his unprofessional conduct while responsible person at Meijer Pharmacy #329.
2. On or about October 30, 2025, the Board sent a Notice of Opportunity for Hearing to David Caires, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about November 17, 2025, David Caires, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled 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. David Caires neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 30, 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. David Caires agrees to pay to the Board a monetary penalty in the amount of \$2,000. This fine will be attached to David Caires's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. David Caires must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not be used for license renewal. Five hours of the CEUs must be in the subject matter of Ethics and one hour must be in the subject matter of Sexual Harassment. The 0.6 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on David Caires's pharmacist license, number 03-338336.
6. David Caires agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. David Caires understands that he has the right to be represented by counsel for review and execution of this agreement.
8. David Caires agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required

by any such state or jurisdiction, in which he currently holds a professional license, including the Board on renewal applications or applications for a new license.

9. David Caires explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0330

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

**IN THE MATTER OF:
CASE NO. A-2025-0027**

Brooke Barkdull
License No. 09-132514
2917 N. Turkeyfoot Rd.
Coventry Township, OH 44319

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Brooke Barkdull for the purpose of resolving all issues between the parties relating to the Board investigation of working at Acme Pharmacy #14, located at 3235 Manchester Road, Akron, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Brooke Barkdull 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. Brooke Barkdull was a pharmacy technician trainee in the state of Ohio under registration number 09-132514. Brooke Barkdull is currently a certified pharmacy technician in the state of Ohio under registration number 09-320992.

FACTS

1. The Board initiated an investigation of Brooke Barkdull, pharmacy technician trainee registration number 09-132514, related to Brooke Barkdull's working as a pharmacy technician at Acme Pharmacy #14 without a valid registration as a pharmacy technician.
2. On or about December 24, 2025, the Board sent a Notice of Opportunity for Hearing to Brooke Barkdull which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Brooke Barkdull neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 24, 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. Brooke Barkdull agrees to pay to the Board the amount of \$100. 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 and process the items in the cart.
4. The Board hereby imposes a written reprimand on Brooke Barkdull's technician registration, number 09-132514.
5. Brooke Barkdull agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Brooke Barkdull understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Brooke Barkdull 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. Brooke Barkdull 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.

R-2026-0331

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

**IN THE MATTER OF:
CASE NO. I-2019-0006**

**Wheelersburg Medical Associates
Inactive License No. 02-2143700**

c/o James M. McGinnis
8046 Ohio River Road, Ste A
Wheelersburg, Ohio 45694

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Wheelersburg Medical Associates for the purpose of resolving all issues between the parties relating to the Board investigation of owner James McGinnis and Wheelersburg Medical Associates. As a result of the investigation, James McGinnis surrendered his DEA registration. Together, the Board and Wheelersburg Medical Associates 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. Wheelersburg Medical Associates, located at 8046 Ohio River Road, Ste A, Wheelersburg, Ohio, is a licensed TDDD under inactive license number 02-2143700 and lists James McGinnis as the owner and Responsible Person.

FACTS

1. The Board, along with other agencies including the Scioto County Sheriff initiated an investigation of Wheelersburg Medical Associates' Terminal Distributor of Dangerous Drugs license number 02-2143700 and James McGinnis, the owner and Responsible Person listed on the TDDD license. As a result of the investigation, James McGinnis surrendered his DEA registration.

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. Wheelersburg Medical Associates admits the allegations stated above and the Board finds them to violate Ohio's pharmacy law as set forth in this Settlement Agreement, and hereby adjudicates the same.
3. **IN LIEU OF A SUMMARY SUSPENSION/NOTICE OF OPPORTUNITY FOR HEARING LETTER, WHEELERSBURG MEDICAL ASSOCIATES PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-2143700, WITH DISCIPLINE PENDING.**
4. **Wheelersburg Medical Associates and/or James McGinnis agree never to reapply for any license or registration, issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. Wheelersburg Medical Associates and/or James McGinnis further agree that they will not own or operate, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719., 4729., or 4752., of the Revised Code.**
5. Wheelersburg Medical Associates 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.

6. Wheelersburg Medical Associates 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 Wheelersburg Medical Associates 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 Wheelersburg Medical Associates by the Board and will NOT discharge Wheelersburg Medical Associates from any obligation under the terms of this Agreement.
7. Wheelersburg Medical Associates agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Wheelersburg Medical Associates understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Wheelersburg Medical Associates will operate.
10. Wheelersburg Medical Associates explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2026-0332

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

**IN THE MATTER OF:
CASE NO. A-2025-0013**

Eternal Impression, LLC DBA Jiva Med Spa
License No. 02-62001795
c/o Rakesh A. Nanda, MD
6404 Thornberry Court, Suite 430
Mason, Ohio 45040

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jiva Med Spa for the purpose of resolving all issues between the parties relating to the Board investigation of Eternal Impression, LLC DBA Jiva Med Spa, possession and administration of non-FDA approved dangerous drugs obtained from an unlicensed entity. Together, the Board and Eternal Impression, LLC DBA Jiva Med Spa, 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. Eternal Impression, LLC DBA Jiva Med Spa (Jiva Med Spa), located at 6404 Thornberry Court, Suite 430, Mason, Ohio, is a licensed TDDD under license number 02-62001795 and lists Rakesh A. Nanda, MD, [State Medical Board of Ohio license number 35.093863] as the Responsible Person and owner.

FACTS

1. The Board initiated an investigation of Jiva Med Spa, Terminal Distributor of Dangerous Drugs license number 02-62001795, related to Jiva Med Spa’s illegal purchases of non-FDA approved dangerous drugs obtained from an unlicensed entity.
2. On or about January 21, 2025, the Board sent a Notice of Opportunity for Hearing to Jiva Med Spa, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about February 13, 2025, Jiva Med Spa, through counsel Douglas Graff, timely requested an administrative hearing, which was subsequently scheduled for April 7, 2025 through April 9, 2025. This matter was continued for purposes of settlement negotiations and settled in lieu of hearing via this Agreement.

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. Jiva Med Spa admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated January 21, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, Case No. A-2025-0013, and hereby adjudicates the same.
3. **JIVA MED SPA PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-62001795, WITH DISCIPLINE PENDING.**
4. **Dr. Rakesh A. Nanda agrees that he is fully divested and separated from Jiva Med Spa and all entities licensed by the Ohio Board of Pharmacy. He agrees that he holds no ownership, control, consulting role, and/or residual rights of any kind in Jiva Med Spa and/or any entity licensed by the Ohio Board of Pharmacy.**
5. **Jiva Med Spa and/or Dr. Rakesh A. Nanda agree never to reapply for any license or registration issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. Jiva Med Spa and/or Dr. Rakesh A. Nanda further agree that they will not own or operate, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719., 4729., or 4752. of the Revised Code. Dr. Rakesh A. Nanda further acknowledges he will never apply for- or serve as- a Responsible Person at any entity licensed by the Ohio Board of Pharmacy.**
6. Jiva Med Spa agrees to pay to the Board a monetary penalty the amount of \$100,000.00. This fine will be attached to your license record and must be paid no later than 365 days from the effective date of this Agreement. To pay this fine Dr. Rakesh Nanda must login to www.elicense.ohio.gov and process the items in Rakesh A. Nanda's cart.
7. Jiva Med Spa 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. Jiva Med Spa 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 Jiva Med Spa 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 Jiva Med Spa by the Board

and will NOT discharge Jiva Med Spa from any obligation under the terms of this Agreement.

9. Jiva Med Spa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Jiva Med Spa 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 Jiva Med Spa will operate.
12. Jiva Med Spa 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.

R-2026-0333

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

**IN THE MATTER OF:
CASE NO. A-2025-0014**

Jiva Med Spa
License No. 02-2557900
c/o Rakesh A. Nanda, MD
1127 Dublin Road
Columbus, Ohio 43215

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jiva Med Spa for the purpose of resolving all issues between the parties relating to the Board investigation of Jiva Med Spa's possession and administration of non-FDA approved dangerous drugs obtained from an unlicensed entity. Together, the Board and Jiva Med Spa 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. Jiva Med Spa, located at 1127 Dublin Road, Columbus, Ohio, has an active TDDD license with the Board under license number 02-2557900, which lists Rakesh A. Nanda, MD [State Medical Board of Ohio license number 35.093863] as the Responsible Person.

FACTS

1. The Board initiated an investigation of Jiva Med Spa, Terminal Distributor of Dangerous Drugs license number 02-2557900, related to Jiva Med Spa's illegal purchases of non-FDA approved dangerous drugs obtained from an unlicensed entity.
2. On or about January 21, 2025, the Board sent a Notice of Opportunity for Hearing to Jiva Med Spa, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about February 13, 2025, Jiva Med Spa, through counsel Douglas Graff, timely requested an administrative hearing, which was subsequently scheduled for April 7, 2025, through April 9, 2025. This matter was continued for purposes of settlement negotiations and settled in lieu of hearing via this Agreement.

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. Jiva Med Spa admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated January 21, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, Case No. A-2025-0014, and hereby adjudicates the same.

3. **JIVA MED SPA PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-2557900, WITH DISCIPLINE PENDING.**
4. **Dr. Rakesh A. Nanda agrees that he is fully divested and separated from Jiva Med Spa and all entities licensed by the Ohio Board of Pharmacy. He agrees that he holds no ownership, control, consulting role, and/or residual rights of any kind in Jiva Med Spa and/or any entity licensed by the Ohio Board of Pharmacy.**
5. **Jiva Med Spa and/or Dr. Rakesh A. Nanda agree never to reapply for any license or registration issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. Jiva Med Spa and/or Dr. Rakesh A. Nanda further agree that they will not own or operate, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719., 4729., or 4752. of the Revised Code. Dr. Rakesh A. Nanda further acknowledges he will never apply for- or serve as- a Responsible Person at any entity licensed by the Ohio Board of Pharmacy.**
6. Jiva Med Spa agrees to pay to the Board a monetary penalty the amount of \$100,000.00. This fine will be attached to your license record and must be paid no later than 365 days from the effective date of this Agreement. To pay this fine Dr. Rakesh Nanda must login to www.elicense.ohio.gov and process the items in Rakesh A. Nanda's cart.
7. Jiva Med Spa 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. Jiva Med Spa 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 Jiva Med Spa 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 Jiva Med Spa by the Board and will NOT discharge Jiva Med Spa from any obligation under the terms of this Agreement.
9. Jiva Med Spa agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Jiva Med Spa 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 Jiva Med Spa will operate.
12. Jiva Med Spa 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.

R-2026-0334

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

**IN THE MATTER OF:
CASE NO. A-2025-0012**

Jiva Med Spa & Plastic Surgery Center
License No. 02-2814450
c/o Rakesh A. Nanda, MD
4235 Indian Ripple Road
Dayton, Ohio 45440

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Jiva Med Spa & Plastic Surgery Center for the purpose of resolving all issues between the parties relating to the Board investigation of Jiva Med Spa & Plastic Surgery Center's possession and administration of non-FDA approved dangerous drugs obtained from an unlicensed entity. Together, the Board and Jiva Med Spa & Plastic Surgery Center 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. Jiva Med Spa & Plastic Surgery Center, located at 4235 Indian Ripple Road, Dayton, Ohio, is a licensed TDDD under license number 02-2814450 and lists Rakesh A. Nanda, MD, [State Medical Board of Ohio license number 35.093863] as the Responsible Person and owner.

FACTS

1. The Board initiated an investigation of Jiva Med Spa & Plastic Surgery Center, Terminal Distributor of Dangerous Drugs license number 02-2814450, related to Jiva Med Spa & Plastic Surgery Center's illegal purchases of non-FDA approved dangerous drugs obtained from an unlicensed entity.
2. On or about January 21, 2025, the Board sent a Notice of Opportunity for Hearing to Jiva Med Spa & Plastic Surgery Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about February 13, 2025, Jiva Med Spa & Plastic Surgery Center, through counsel Douglas Graff, timely requested an administrative hearing, which was subsequently scheduled for April 7, 2025 through April 9, 2025. This matter was continued for purposes of settlement negotiations and settled in lieu of hearing via this Agreement.

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. Jiva Med Spa & Plastic Surgery Center admits the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated January 21, 2025, and the Board finds them to violate Ohio's pharmacy law as set forth in the Notice, Case No. A-2025-0012, and hereby adjudicates the same.
3. **JIVA MED SPA & PLASTIC SURGERY CENTER PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-2814450, WITH DISCIPLINE PENDING.**
4. **Dr. Rakesh A. Nanda agrees that he is fully divested and separated from Jiva Med Spa & Plastic Surgery Center and all entities licensed by the Ohio Board of**

Pharmacy. He agrees that he holds no ownership, control, consulting role, and/or residual rights of any kind in Jiva Med Spa & Plastic Surgery Center and/or any entity licensed by the Ohio Board of Pharmacy.

- 5. Jiva Med Spa & Plastic Surgery Center and/or Dr. Rakesh A. Nanda agree never to reapply for any license or registration issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code. Jiva Med Spa & Plastic Surgery Center and/or Dr. Rakesh A. Nanda further agree that they will not own or operate, directly or indirectly, any entity that is licensed or that seeks licensure under Chapters 3719., 4729., or 4752. of the Revised Code. Dr. Rakesh A. Nanda further acknowledges he will never apply for- or serve as- a Responsible Person at any entity licensed by the Ohio Board of Pharmacy.**
6. Jiva Med Spa & Plastic Surgery Center agrees to pay to the Board a monetary penalty the amount of \$100,000.00. This fine will be attached to your license record and must be paid no later than 365 days from the effective date of this Agreement. To pay this fine Dr. Rakesh Nanda must login to www.elicense.ohio.gov and process the items in Rakesh A. Nanda's cart.
7. Jiva Med Spa & Plastic Surgery Center 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. Jiva Med Spa & Plastic Surgery Center 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 Jiva Med Spa & Plastic Surgery Center 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 Jiva Med Spa & Plastic Surgery Center by the Board and will NOT discharge Jiva Med Spa & Plastic Surgery Center from any obligation under the terms of this Agreement.
9. Jiva Med Spa & Plastic Surgery Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Jiva Med Spa & Plastic Surgery Center 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 Jiva Med Spa & Plastic Surgery Center will operate.

12. Jiva Med Spa & Plastic Surgery Center 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-2026-0335

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. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *President* Huston as follows: Buchta-yes; Buettner-yes; George-yes; Grimm-yes; Ferris-yes; Hubert-yes; and Whiston-yes.

3:05 p.m.

The Board returned to public session

R-2026-0336

Mr. Whiston moved to adjourn the March 2026 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

3:05 p.m.

The Board Meeting Adjourned.



Jeff Huston, RPh, President

Date: 04.14.2026



Steven W. Schierholt, Executive Director

Date: 04.14.2026