

STEP II
CONSENT AGREEMENT
BETWEEN
GREGORY S. ZINNI, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Gregory S. Zinni, M.D., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Zinni enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions, and understanding:

- A. The Board is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The Board is empowered by Section 4731.22(B)(9), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "a plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony."
- C. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the August 11, 2004 Step I Consent Agreement between Dr. Zinni and the Board (hereinafter August 2004 Step I Consent Agreement), a copy of which is attached hereto and fully incorporated herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- D. The Board also enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(9), Ohio Revised Code, as set forth in Paragraph J below and in the Notice of Immediate Suspension and

Opportunity for Hearing issued by the Board on December 8, 2004, a copy of which is attached hereto and fully incorporated herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- E. Dr. Zinni is licensed to practice medicine and surgery in the State of Ohio, License number 35-049784.
- F. Dr. Zinni states that he is not licensed to practice medicine and surgery in any other State.
- G. Dr. Zinni admits that he entered into a Continuing Care Treatment Contract with the Alcohol and Drug Recovery Center at the Cleveland Clinic Foundation in Cleveland, Ohio, effective July 30, 2004, and further admits that such contract remains in effect to date. Dr. Zinni states, and the Board acknowledges receipt of information to support, that Dr. Zinni has remained fully compliant with his Continuing Care Treatment Contract with the Alcohol and Drug Recovery Center at the Cleveland Clinic Foundation.
- H. Dr. Zinni states, and the Board acknowledges, that Gregory B. Collins, M.D., of the Alcohol and Drug Recovery Center at the Cleveland Clinic Foundation in Cleveland, Ohio, a Board approved treatment provider, and Christopher Adelman, M.D., of the Rosary Hall at St. Vincent Charity Hospital in Cleveland, Ohio, a Board approved treatment provider, have provided written reports indicating that Dr. Zinni's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care.
- I. Dr. Zinni states, and the Board acknowledges, that Dr. Zinni has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the August 2004 Step I Consent Agreement.
- J. Dr. Zinni admits that, on or about December 1, 2004, he entered pleas of guilty to three felony counts of Illegal Processing of Drug Documents in violation of Section 2925.23, Ohio Revised Code, which pleas were accepted by the Court of Common Pleas of Mahoning County. Dr. Zinni admits that the Vicodin HP referenced in the Bill of Information was obtained for his own use and is the drug referenced in Paragraph E of the August 2004 Step I Consent Agreement. Dr. Zinni states that he entered the Mahoning County Common Pleas Drug Court and that the Court held the judgment of conviction and sentencing in abeyance pending completion of his treatment. Dr. Zinni states that he is currently participating in the drug court program. Dr. Zinni admits that his pleas of guilty and his referral to the Mahoning County Common Pleas Drug Court constitute

pleas of guilty to and a judicial finding of eligibility for intervention in lieu of conviction for a felony as that language is used in R.C. 4731.22(B)(9).

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Zinni to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Zinni knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations.

1. Dr. Zinni shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of the drug court program and probation imposed by the Court in the criminal case in Mahoning County Case No. 04CR1532.
2. Dr. Zinni shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his August 2004 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Zinni shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his August 2004 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Zinni shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Zinni is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Zinni shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Zinni's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Zinni shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Zinni shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Zinni to administer or personally furnish controlled substances, Dr. Zinni shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board, thirty days prior to Dr. Zinni's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Zinni shall make his patient records with regard to such prescribing, administering, or personally furnished available for review by an agent of the Board upon request.

Sobriety

8. Dr. Zinni shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Zinni's history of chemical dependency.
9. Dr. Zinni shall abstain completely from the use of alcohol.

Drug and Alcohol Screens / Supervising Physician

10. Dr. Zinni shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Zinni shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Dr. Zinni shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Zinni shall submit the required urine

specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Zinni. Dr. Zinni and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Zinni shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Zinni must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Zinni shall further ensure that that previously designated supervising physician also notifies the Board directly of his inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Zinni's quarterly declarations. It is Dr. Zinni's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Zinni agrees to submit, blood or urine specimens for analysis at Dr. Zinni's expense upon the Board's request and without prior notice. Dr. Zinni's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

Monitoring Physician

12. Before engaging in any medical practice, Dr. Zinni shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Zinni and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Zinni and his medical practice, and shall review Dr. Zinni's patient charts. The chart review may be done on a

random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Zinni and his medical practice, and on the review of Dr. Zinni's patient charts. Dr. Zinni shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Zinni's quarterly declarations.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Zinni must immediately so notify the Board in writing. In addition, Dr. Zinni shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Zinni shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reason therefore.

Rehabilitation Program

13. Dr. Zinni shall continue to participate in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Zinni shall submit acceptable documentary evidence of continuing compliance with this program, which must be received in the Board's offices no later than the due date of Dr. Zinni's quarterly declarations.

Aftercare

14. Dr. Zinni shall maintain continued compliance with the terms of the Continuing Care Treatment Contract with the Alcohol and Drug Recovery Center at the Cleveland Clinic Foundation, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement controls.

Releases

15. Dr. Zinni shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the Board, to treating and monitoring physicians, and to others involved in the monitoring progress, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

16. Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Zinni shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
17. Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Zinni further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Zinni shall provide this board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
18. Dr. Zinni shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Zinni chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Zinni appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Zinni has violated any term, condition or limitation of this Consent Agreement, Dr. Zinni agrees that the violation, as alleged, also constitutes clear and continuing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 47321.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Zinni shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Zinni shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms,

limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGEMENTS/LIABILITY RELEASE

Dr. Zinni acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

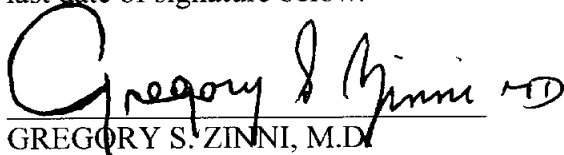
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Zinni hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

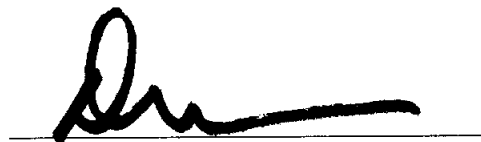
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Zinni acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

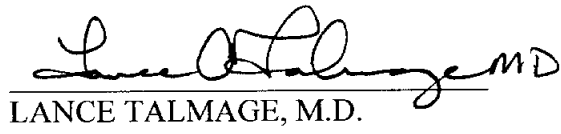
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


GREGORY S. ZINNI, M.D.

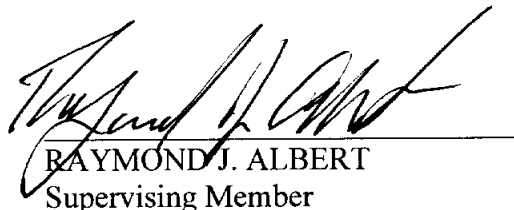
2-23-05
DATE


DAVID J. BETRAS
Attorney for Dr. Zinni

2-24-05
DATE


LANCE TALMAGE, M.D.
Secretary

3-9-05
DATE


RAYMOND J. ALBERT
Supervising Member

3/9/05
DATE

Tara L. Berrien by Rebecca Allen

TARA L. BERRIEN
Assistant Attorney General

3/10/05
DATE



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

NOTICE OF IMMEDIATE SUSPENSION AND OPPORTUNITY FOR HEARING

December 8, 2004

Gregory S. Zinni, M.D.
7940 Cedar Park Drive
Canfield, Ohio 44406

Dear Doctor Zinni:

In accordance with Sections 2929.42 and/or 3719.12, Ohio Revised Code, the Office of the Prosecuting Attorney of Mahoning County, Ohio, reported that on or about December 1, 2004, in the Court of Common Pleas of Mahoning County, Ohio, you pleaded guilty to three felony counts of Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, as set forth in attached documents.

Therefore, pursuant to Section 3719.121(C), Ohio Revised Code, you are hereby notified that your license to practice medicine and surgery in the State of Ohio is immediately suspended. Continued practice after this suspension shall be considered practicing medicine without a certificate in violation of Section 4731.41, Ohio Revised Code.

Furthermore, in accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about December 1, 2004, in the Court of Common Pleas of Mahoning County, Ohio, you entered pleas of guilty to three felony counts of Illegal Processing of Drug Documents in violation of Section 2925.23, Ohio Revised Code, as set forth in attached documents. The Court of Common Pleas of Mahoning County accepted your pleas of guilty. Copies of the Bill of Information, Waiver of Indictment, Guilty Plea and Judgment Entry in Mahoning County Case No. 04CR1532 are attached hereto and incorporated herein.

Your pleas of guilty or the judicial findings of guilt as alleged in paragraph (1) above, individually and/or collectively, constitute "[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony," as that clause is used in Section 4731.22(B)(9), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and

MAILED 12-09-04

must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant a certificate to an applicant, revokes an individual's certificate to practice, refuses to register an applicant, or refuses to reinstate an individual's certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lance A. Talmage, M.D.", with a stylized flourish at the end.

Lance A. Talmage, M.D.
Secretary

LAT/blt
Enclosures

CERTIFIED MAIL # 7000 0600 0024 5144 2937
RETURN RECEIPT REQUESTED

cc: David Betras, Esq.
Betras, Maruca & Kopp, LLC
6630 Seville Drive, Suite 1
Canfield, Ohio 44406-0129

CERTIFIED MAIL # 7000 0600 0024 5143 7599
RETURN RECEIPT REQUESTED

DEC - 3 2004

CLERK OF COURTS
MAHONING COUNTY, OHIO

DEC - 1 2004

FILED
ANTHONY VIVO, CLERKIN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO

PLAINTIFF

VS

GREGORY S. ZINNI
DOB 12/27/577940 Cedar Park Dr.
Canfield, Ohio 44406

DEFENDANT

JUDGE

CASE NO. 04 CR 1532

BILL OF INFORMATION

(Crim. R. 7)

COUNT ONE

ILLEGAL PROCESSING OF DRUG

DOCUMENTS R.C. 2925.23(A)(B)(2)(F)(2)F-5

COUNT TWO

ILLEGAL PROCESSING OF DRUG

DOCUMENTS R.C. 2925.23(A)(B)(2)(F)(2)F-5

COUNT THREE

ILLEGAL PROCESSING OF DRUG

DOCUMENTS R.C. 2925.23(A)(B)(2)(F)(2)F-5

THE PROSECUTING ATTORNEY CHARGES:

COUNT ONE

GREGORY S. ZINNI, on or about June 21, 2004, at Mahoning County, Ohio, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, to wit: VICODIN HP, a Schedule III controlled substance, in violation of Ohio Revised Code Section 2925.23(A)(B)(2)(F)(2), a Felony of the FIFTH degree, and against the peace and dignity of the State of Ohio.

COUNT TWO

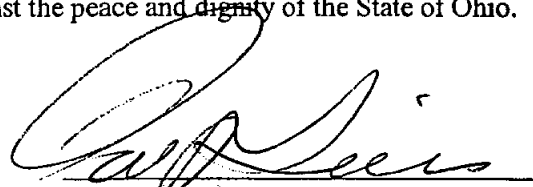
GREGORY S. ZINNI, on or about June 10, 2004, at Mahoning County, Ohio, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, to wit: VICODIN HP, a Schedule III controlled substance, in violation of Ohio Revised Code Section 2925.23(A)(B)(2)(F)(2), a Felony of the FIFTH degree, and against the peace and dignity of the State of Ohio.

COUNT THREE

GREGORY S. ZINNI, on or about May 27, 2004, at Mahoning County, Ohio, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, to wit: VICODIN HP, a


12-2-04
this is a true copy of the original Bill of Information
Filed in Case No. 04 CR 1532
By: Anthony Vivo, Clerk of Courts
Deputy

Schedule III controlled substance, in violation of Ohio Revised Code Section 2925.23(A)(B)(2)(F)(2),
a Felony of the FIFTH degree, and against the peace and dignity of the State of Ohio.



PAUL J. GAINS(0020323)

MAHONING COUNTY PROSECUTOR

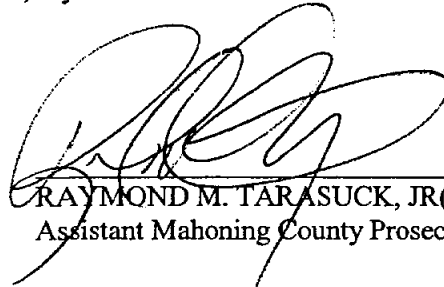


RAYMOND M. TAKASUCK, JR.(0064619)

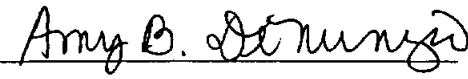
ASSISTANT PROSECUTING ATTORNEY

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

The undersigned, being first duly sworn, says that the statements contained in the foregoing information are true as he verily believes.


RAYMOND M. TARASUCK, JR.(0064619)
Assistant Mahoning County Prosecutor

Sworn to before me and signed in my presence this 15th day of December, 2004.


NOTARY PUBLIC

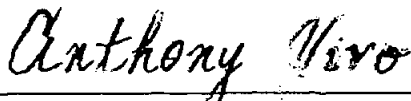
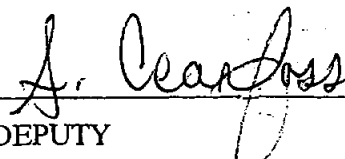
STATE OF OHIO)
) SS:
COUNTY OF MAHONING)



AMY B. DENUNZIO
Notary Public, State of Ohio
My Commission Expires August 2, 2008

I, Anthony Vivo, Clerk of the Court of Common Pleas, in and for said county, do hereby certify that the within and foregoing is a full, true and correct copy of the original information, together with the endorsements thereon, now on file in my office.

WITNESS, my signature and the seal of said Court, this _____ day of December, 2004.


CLERK

DEPUTY

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO

PLAINTIFF

VS

GREGORY S. ZINNI

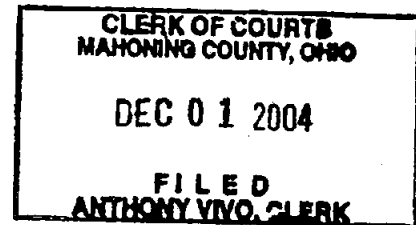
DOB 12/27/57

7940 Cedar Park Dr.
Canfield, Ohio 44406

DEFENDANT

CASE NO. 04 CR 1532
JUDGE

WAIVER OF INDICTMENT
R.C. 2941.02.1, 2941.021



I, GREGORY S. ZINNI, the above named Defendant, charged with the crime(s) of Three Counts of ILLEGAL PROCESSING OF DRUG DOCUMENTS 2925.23(A)(B)(2)(F)(2), all Felonies of the Fifth Degree, criminal offenses which are not punishable by death or life imprisonment, being represented by counsel and having been advised by the Court and by counsel of the nature of the charge(s) against me and of my constitutional rights, hereby waive, in writing and in open Court, prosecution by Indictment and request that the charge(s) proceed by Information instead of by Indictment.

This waiver is made without threat or promise or hope of leniency and is my free and voluntary act.

GREGORY S. ZINNI

APPROVED:

PROSECUTING ATTORNEY

ATTORNEY FOR DEFENDANT

DATED

12 - 2, 2004
This is a true copy of the original Waiver of Indictment Filed in Case No. 04 CR 1532
By ANTHONY VIVO, Clerk of Court
J. Canfield, Deputy Clerk

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO

PLAINTIFF

VS

GREGORY S. ZINNI

[REDACTED]
D.O.B. 12/27/57

7940 Cedar Park Drive
Canfield, Ohio 44406

DEFENDANT

CASE NO. 04 CR 1532

Courtroom No. 4

Judge John M. Durkin

DEC - 2 2004

I, GREGORY S. ZINNI, being before the Court this day with my counsel, DAVID BETRAS, represent to the Court as follows:

1. I understand that I am charged with the offense(s) of Three Counts of ILLEGAL PROCESSING OF DRUG DOCUMENTS, a violation of OHIO REV. CODE ANN. §2925.23(A)(B)(2)(F)(2), all felonies of the FIFTH degree and punishable by a jail or prison sentence as follows: 6,7,8,9,10,11 or 12 months on each count; and punishable by a fine of up to \$2,500.00 on each count. I understand further, that upon conviction, the Court may impose both a jail or prison sentence and fine.
2. My counsel has explained to me and I understand the nature of the charge(s) against me and the elements of the offense(s).
3. My counsel has further explained to me the opportunity that I have for a pretrial diversion program, known as the "Mahoning County Drug Court", and hereinafter called the "Drug Court."
4. My counsel has also explained to me that, to be eligible for treatment, I must waive, in writing, certain important constitutional and statutory rights, detailed below. I do so knowingly, intelligently, and voluntarily, with full knowledge of the effect and consequences thereof, and with the desire that the Court accept me as a candidate for alternative treatment through the Drug Court.

Further, I represent to the Court that, in order to be eligible for the Drug Court, I wish to enter a plea of guilty to the aforesaid charge. In doing so, I represent the following to the Court:

1. My counsel has advised me, and I fully understand, the nature of the charge against me and the elements contained in that charge.

2. I am satisfied that my counsel has done what I have requested in my defense, and I further represent to the Court that I am satisfied with the legal representation and the advice that I have received from my legal counsel.

3. Further, I represent to the Court that, by my plea of guilty, I hereby waive certain substantial constitutional and statutory rights, including the following:

(a) My right to a jury trial; by entering a plea of guilty, I understand that I am giving up the right to have the State of Ohio prove the charges against me, and I acknowledge that I am admitting the truth of the charges and that accordingly, there is no need for the State of Ohio to have to prove the truth of the charges to a jury.

(b) I represent to the Court that I am giving up my right to confront witnesses against me and I am giving up my right to cross-examine those witnesses at a trial.

(c) I further represent to the Court that I am giving up my right to subpoena and call witnesses in my favor, called compulsory process.

(d) I further understand that, because I am entering a plea of guilty and admitting the charge, I am waiving my right to require the State of Ohio to prove me guilty beyond a reasonable doubt at a trial.

(e) I further represent to the Court that I understand that, if this case were to proceed to trial, I could not be forced to be a witness in the case; I understand that, by entering a plea of guilty, I am giving up this right which I would have if the case proceeded to trial. Further, I understand that, if the case proceeded to trial, and if I refuse or fail to testify, no one would be able to comment to the jury or to the Court concerning my failure to testify.

(f) I further understand that by pleading guilty, I am waiving, or giving up, my right to appeal any judgment of this Court as to any ruling or verdict which might be rendered against me, and a lawyer to handle my appeal if I were entitled to one but could not afford one, except that I am not waiving or giving up my right to appeal any error of law which might occur at a plea proceeding or a sentencing proceeding.

(g) I represent to the Court that I understand that the Court, upon accepting my plea, may proceed to judgment and sentence immediately; and, if the Court should do so, whether now or at a later time, I could be sentenced to a term of incarceration of 6,7, 8, 9,10,11, or 12 months on each count; and that a fine could be imposed of up

to \$2,500.00 on each count. I also understand that any sentence imposed could be served in its entirety without reduction for 'good time'. I further represent to the Court that, while I understand the sentences that could be imposed upon me, I am asking the Court for diversion treatment through the Drug Court.

(h) I further represent to the Court that I understand I am eligible for community control sanctions on the charge to which I am entering a plea of guilty.

(i) I further understand that I am subject to an Ohio Driver's License Suspension for a period of six months to five years.

(j) Defendant will pay Ten Thousand (\$10,000.00) Dollars towards the costs of Prosecution of this matter. Said monies shall be distributed in equal amounts of Two Thousand Five Hundred (\$2,500.00) Dollars to the following agencies: 1.) Mahoning County Prosecutor's Office, 2.) Canfield Police Department, 3.) Ohio Board of Pharmacy, 4.) Mahoning Valley Law Enforcement Task Force. Said payment shall be made within Sixty (60) days of the date of this plea.

(k) I further understand that if I am now on felony probation or parole, this plea may result in revocation proceedings and any new sentence could be imposed consecutively.

(l) I now represent to the Court that my plea of guilty is freely and voluntarily made, and it is not in any way coerced or induced by any threats or promises of any kind, other than those which have been stated in open court, all of which have been explained to me by both my attorney and by the Court. Further, I acknowledge that my decision to enter a plea of guilty places me upon the mercy of the Court with respect to punishment, within the limits of law set forth above with respect to punishment.

(m) All the foregoing has been explained to me fully by the Court and by my legal counsel.

(n) I have either read or had read to me this written form, and I fully understand the contents of this form. Further, I represent to the Court that I wish to waive my rights and voluntarily plead guilty to this crime.

(o) I hereby certify that I am a citizen of the United States of America, and I further understand that if I am not a citizen of the United States of America, conviction of the above offense may have the consequences of deportation, exclusion from admission to the United States of America, or denial of naturalization pursuant to the laws of the United States of America.

4. I understand further that I will be required to pay a \$35.00 per month probation and case management fee, due by the 15th of each month, as a term and condition of

participation in and successful completion of this program. I further acknowledge and agree that I will be required to pay \$10.00 per drug screen prior to rendering a urine.

5. I further understand that fees for all treatment services shall be based on a sliding fee scale and developed by the treatment agency, depending on the individual's ability to pay. However, no one will be excluded from the program based on their ability to pay for service.

6. Defendant further agrees to report to the Drug Court during all phases of treatment, and the frequency of reporting will depend on the Defendant's progress during treatment. The Defendant shall engage in discussion in open court with the Judge as to his/her progress in the treatment program. Further, I, the Defendant, hereby waive my right to have the assistance of counsel at any Drug Court sessions after the entry of my plea and placement into the Drug Court.

7. Defendant agrees to waive his right to be present or to be represented at all Drug Court staffings and all status conferences.

8. Defendant further agrees to waive his right to have the proceedings in Drug Court recorded or transcribed, with the exception of a plea hearing or a sentencing hearing.

9. Defendant understands that he/she shall be subject to sanctions in the event that it is determined that the Defendant has failed to follow the rules of the Drug Court Program, which includes monitoring by the Adult Parole Authority in accordance with the Drug Court principles and Program. Defendant acknowledges receipt of the Drug Court Rules and Regulations and agrees to abide by same.

Sanctions may be imposed for the following reasons:

POSITIVE DRUG SCREEN;
MISSED COURT APPEARANCES;
REFUSAL TO SUBMIT TO RANDOM DRUG SCREEN;
NON-COMPLIANCE WITH TREATMENT PROGRAMMING;
MISSED APPOINTMENTS FOR TREATMENT;
NEW CRIMINAL CHARGE (including an alcohol or drug-related driving offense.)

Sanctions may include one or a combination of the following:

INCREASED COURT APPEARANCES
INCREASED URINE SCREENS
INCREASED TREATMENT
FINES
COMMUNITY SERVICE

DAY REPORTING PROGRAM
HOUSE ARREST
INCARCERATION
AND/OR TERMINATION FROM THE PROGRAM

10. It is further understood that in the event that Defendant is unsuccessful in the Program as determined by the Court, or in the event that he/she voluntarily terminates participation in the Program, Defendant shall be subject to immediate sentence on his/her plea of guilty to the above charge(s). It is also understood that the inclusion of the Defendant in the Program is a one-time opportunity and that failure in the Program will preclude admission to the Program on future cases.

11. At the conclusion of 12-24 months from the date below, in the event that Defendant has fully performed the terms and conditions hereof, the Prosecuting Attorney agrees to forthwith file a motion *nolle prosequi* (dismissal) in the above case(s), thereby dismissing all such charges with prejudice.

Having fully read and having certified to the Court that I understand the foregoing, I wish to voluntarily waive my rights as set forth above. I acknowledge that this is my wish both in open court and by affixing my signature hereto.

12/1/04
DATE

APPROVED:


PROSECUTOR


JUDGE


DEFENDANT


DEFENSE ATTORNEY

12-2 04
This is a true copy of the original plea

Filed in Case No. CV/CR/53

By ANTHONY VIVIO Clerk of Court
J. Pearson Deputy Clerk

STATE OF OHIO)
)
COUNTY OF MAHONING)

IN THE COURT OF COMMON PLEAS

STATE OF OHIO)
)
PLAINTIFF)
)
VS:)
)
GREGORY S. ZINNI)
)
DEFENDANT)

CASE NO. 04 CR

JUDGE JOHN M. DURKIN

JUDGMENT ENTRY

DEC - 2 2004

THE COURT, HAVING FULLY ADVISED THE DEFENDANT OF THE EFFECT OF HIS/HER PLEA PURSUANT TO CRIMINAL RULE 11, FINDS THIS PLEA HAS BEEN FREELY AND VOLUNTARILY MADE, WITH FULL KNOWLEDGE OF THE CONSEQUENCES THEREOF.

THE COURT FINDS THAT THE DEFENDANT WAS ADVISED OF ALL HIS/HER CONSTITUTIONAL RIGHTS AND THAT HE/SHE UNDERSTOOD, WAIVED AND REJECTED THEM BEFORE ENTERING HIS/HER PLEA, AND THAT HE/SHE UNDERSTOOD THE EFFECT OF THE PLEA, AND THAT THE COURT, UPON ACCEPTANCE, MAY PROCEED WITH JUDGMENT AND SENTENCE.

THEREFORE, THE COURT ACCEPTS THE PLEA TO THE CHARGE(S) IN THE INDICTMENT AND THE SAME IS ORDERED FILED. SENTENCING SHALL BE HELD IN ABEYANCE PENDING COMPLETION OF 'S DEFENDANT'S TREATMENT.

DATED: 12/1/04

[Signature]
JUDGE

12-2-2004
This is a true copy of the original Judgment Entry
Filed in Case No. 04 CR
By ANTHONY VIVIO, Clerk of Courts
[Signature] Deputy Clerk

STEP I
CONSENT AGREEMENT
BETWEEN
GREGORY STEPHEN ZINNI, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Gregory Stephen Zinni, M.D., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Zinni enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations involving criminal acts or convictions, regardless of whether the acts underlying such additional violations are fully or partially set forth herein or are otherwise related to the violations of Section 4731.22(B)(26) as set forth herein.

Additionally, Dr. Zinni states and acknowledges he understands that the Board intends to pursue by separate action any violations beyond the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, including but not limited to Sections 4731.22(B)(3) and (B)(10), Ohio Revised Code, even if such

violations arise from the same common nucleus of operative facts as outlined within this Consent Agreement primarily addressing the issues of Dr. Zinni's chemical impairment and method of obtaining controlled substances. Dr. Zinni further states and acknowledges that he understands that subsequent Board Orders and/or Consent Agreements may supercede this Step I Consent Agreement and may result in further discipline, up to and including permanent revocation of his license to practice medicine and surgery in Ohio.

- C. Dr. Zinni is licensed to practice medicine and surgery in the State of Ohio, License number 35-049784.
- D. Dr. Zinni states that he is not licensed to practice medicine and surgery in any other State.
- E. Dr. Zinni admits that from in or about September 15, 2002, to June 28, 2004, he purchased wholesale approximately 5,700 tablets of Vicodin from local pharmacies allegedly for use in his practice for his patients, when in fact he intended the drugs for his personal use. Dr. Zinni further admits that he created accountability logs to document the personal furnishing of the Vicodin from his office to patients; however, Dr. Zinni admits that all the information recorded in the logs was fabricated and that none of the Vicodin was personally furnished to patients.

Dr. Zinni admits that after being confronted by agents of the Ohio State Board of Pharmacy during their investigation of the above actions, he entered residential treatment for chemical dependency at the Cleveland Clinic Foundation, a Board-approved treatment provider in Cleveland, Ohio, on or about July 2, 2004, and was discharged on July 30, 2004. Dr. Zinni further admits that the treatment team at the Cleveland Clinic Foundation diagnosed him as chemically dependent, and that at that time, he was not qualified, by impairment due to chemical dependence, to perform duties as a physician in accordance to acceptable, prevailing standards of care, because of habitual and excessive abuse that has impaired his ability to practice.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Zinni knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Zinni to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time but not less than 180 days or until such time as any and all criminal charges related to Paragraph E above have been fully and finally resolved in Mahoning County, Ohio, whichever is later.

Sobriety

2. Dr. Zinni shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Zinni's history of chemical dependency.
3. Dr. Zinni shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Zinni shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Zinni's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Zinni further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Zinni shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Zinni shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Zinni shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Zinni shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Dr. Zinni shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Zinni shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Zinni. Dr. Zinni and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Zinni shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Zinni must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Zinni shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Zinni's quarterly declaration. It is Dr. Zinni's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Zinni shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Zinni's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Zinni's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Zinni shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Zinni shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Zinni has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Zinni's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Zinni. Prior to the assessments, Dr. Zinni shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Zinni, and any conditions, restrictions, or limitations that should be imposed on Dr. Zinni's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

- c. Dr. Zinni shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Zinni are unable to agree on the terms of a written Consent Agreement, then Dr. Zinni further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. Zinni's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code.

Moreover, upon termination of the consent agreement or Board Order, Dr. Zinni shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Zinni has maintained sobriety.

10. In the event that Dr. Zinni has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Zinni's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Zinni further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Zinni shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Zinni shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Zinni shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training,

and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Zinni appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Zinni acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

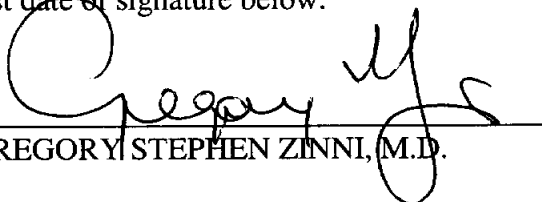
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.


Dr. Zinni hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Zinni acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

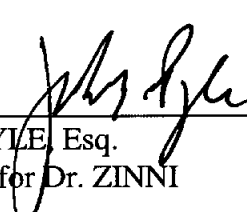
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


GREGORY STEPHEN ZINNI, M.D.


LANCE A. TALMAGE, M.D.
Secretary

8-11-04

DATE



JOHN PYLE Esq.
Attorney for Dr. ZINNI

DATE

8-11-04

8-11-04


DATE



RAYMOND J. ALBERT
Supervising Member

DATE

8/11/04



MARCIE BURROW, Esq.
Enforcement Attorney

DATE

August 11, 2004