

**STATE OF MISSOURI
MISSOURI BOARD OF PHARMACY**

IN RE:	)	
	)	
ABSOLUTE PHARMACY, LLC	)	Complaint No. 2024-005311
DBA ABSOLUTE PHARMACY	)	
Permit No. 2014038997	)	
16011 N. Nebraska Ave., Ste 103	)	
Lutz, FL 33549	)	

**SETTLEMENT AGREEMENT BETWEEN THE
MISSOURI BOARD OF PHARMACY AND ABSOLUTE PHARMACY, LLC**

Come now Absolute Pharmacy, LLC dba Absolute Pharmacy (“Respondent” or “Absolute Pharmacy”) and the Missouri Board of Pharmacy (“Board” or “Petitioner”) and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent’s pharmacy permit will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that it understands the various rights and privileges afforded it by law, including the right to a hearing of the charges against it; the right to appear and be represented by counsel; the right to have all charges against it proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against it; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against it and, subsequently, the right to a disciplinary hearing before the Board at which time it may present evidence in mitigation of discipline; and the right to recover attorney’s fees incurred in defending this action against its

permit. Being aware of these rights provided by operation of law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to it.

Respondent acknowledges that it has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's permit.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's pharmacy permit, numbered 2014038997, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

JOINT STIPULATION OF FACTS

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo¹, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Respondent Absolute Pharmacy, located at 16011 N. Nebraska Ave., Suite 103, Lutz, FL 33549, is licensed by the Board as a pharmacy, permit number 2014038997. Respondent's permit is, and was at all times relevant herein, current and active. Respondent ceased compounding sterile products in July 2021 and administratively closed its Florida resident state sterile compounding permit in September 2021.

3. Respondent also has a Class H sterile compounding permit associated with its Missouri pharmacy permit. Respondent had previously notified the Board on November 8, 2023,

¹ All statutory references are to the Revised Statutes of Missouri 2016 unless otherwise indicated.

and January 8, 2023 that it ceased sterile compounding and closed its resident state sterile compounding permit.

4. Effective November 8, 2023, the California Board of Pharmacy and Respondent entered into a “Stipulated Settlement and Disciplinary Order after Remand” of Accusation No. 7100 (the “Accusation”) in Agency Case No. 7100 (the “California Order”).

5. The California Order ordered the surrender of the nonresident sterile compounding permit issued to Respondent and the revocation of the nonresident pharmacy permit which revocation was stayed and Respondent was placed on probation for four (4) years.

6. Respondent admitted the truth of the Third and Fourth Causes for Discipline in the Accusation as well as all underlying facts, charges and allegations relating to those two causes for discipline.

7. Respondents agreed that the charges and allegations in the First and Second Causes for Discipline in the Accusation would constitute cause for discipline if proven at the hearing.

8. The Accusation provides that Absolute Pharmacy engaged in unprofessional conduct under § 4301(o) of the California Business and Professions Code (“Bus’n & Prof. Code”), which includes:

(o) Violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation or of conspiring to violate any provision or term of this chapter or of the applicable federal and state laws and regulations governing pharmacy, including regulations established by the board or by any other state or federal regulatory agency.

9. The First Cause for Discipline in the Accusation provides that Absolute Pharmacy engaged in unprofessional conduct by compounding drug products that lacked quality in violation of title 16, §§ 1735.1(ae) and 1735.2(g) of the California Code of Regulations (“Code

of Reg.”). Specifically, between September 10, 2019 and March 26, 2020, Absolute Pharmacy compounded and furnished at least 12 lots, 218 prescriptions and 461 vials of compounded drugs which lacked quality because they contained ungraded ingredients for non-sterile to sterile compounding, which compounded drugs included BPC-157 15mg, Ipamorelin/CJC-1295 15mg/6mg, Ipamorelin/Acetate 15mg, and TB-500/Thymosin Beta-4 15mg

10. Similarly, Missouri law requires that pharmacists dispensing compounded preparations ensure that “[i]ngredients used in compounding have their expected identity, quality, and purity.” 20 CSR 2220-2.400(8)(A)2.

11. The Second Cause for Discipline in the Accusation provides that Absolute Pharmacy engaged in unprofessional conduct by compounding and furnishing compounded drug preparations that were adulterated in violation of § 4169(a) of the Bus’n & Prof. Code and §§ 111250 and 111295 of the Health and Safety Code. Specifically, between September 10, 2019 and March 26, 2020, Absolute Pharmacy compounded and furnished at least 12 lots, 218 prescriptions and 461 vials of compounded drugs which were adulterated because they contained ungraded ingredients which compounded drugs included BPC-157 15mg, Ipamorelin/CJC-1295 15mg/6mg, Ipamorelin/Acetate 15mg, and TB-500/Thymosin Beta-4 15mg.

12. Similarly, Missouri law prohibits the sale and delivery of adulterated drugs which include a drug that “consists, in whole or in part, of any filthy, putrid, or decomposed substance.” §§196.015(1), .095(1), RSMo.

13. The Third Cause for Discipline in the Accusation provides that Absolute Pharmacy engaged in unprofessional conduct by compounding and furnishing at least 1,017 prescriptions and 1,562 vials from 39 lots of BPC-157 15mg, Cyanocobalamin B-12 1100mcg/mL, HCG 11000IU, Ipamorelin/CJC-1295 15mg/6mg, Ipamorelin/Acetate 15mg, MIC

+B12 (Cyanocobalamin) 25/50/50mg/mL + 1mg/mL, Nandrolone Decanoate 200mg/ml, Semorelin Acetate 15 mg, TB-500/Thymosin Beta-4 15mg, Testosterone Cypionate 210mg/ml, and Testosterone Enanthate 210 mg/ml, Ultra Bum (Methionine/Inositol/Choline) + B1 (Thiamine) + B12 (Cyanocobalamin) 25/25/25mg/mL + 25mg/mL + 0.2mg/mL between August 23, 2019 and April 30, 2020 without first confirming sterility with a USP chapter 71 compliant test in violation of § 1751.7(e)(1) of title 16 of the Code of Reg.

14. Similarly, Missouri requires that end-product testing on sterile compounds “shall be conducted according to a method recognized for the preparation by USP Chapter 71.” 20 CSR 2220-2.200(14)(C)1.

15. The Fourth Cause for Discipline in the Accusation provides that Absolute Pharmacy engaged in unprofessional conduct by maintain incomplete compounding logs in that Absolute Pharmacy compounded and furnished 1,017 prescriptions and 1,562 vials from 39 lots of BPC-157 15mg, Cyanocobalamin B-12 1100mcg/mL, HCG 11000IU, Ipamorelin/CJC-1295 15mg/6mg, Ipamorelin/Acetate 15mg, MIC +B12 (Cyanocobalamin) 25/50/50mg/mL + 1mg/mL, Nandrolone Decanoate 200mg/ml, Semorelin Acetate 15 mg, TB-500/Thymosin Beta-4 15mg, Testosterone Cypionate 210mg/ml, and Testosterone Enanthate 210 mg/ml, Ultra Bum (Methionine/Inositol/Choline) + B1 (Thiamine) + B12 (Cyanocobalamin) 25/25/25mg/mL + 25mg/mL + 0.2mg/mL between August 23, 2019 and April 30, 2020 without documenting the manufacturer of each component in violation of § 1735.3(a)(2)(F) of title 16 of the Code of Reg.

JOINT CONCLUSIONS OF LAW

16. Respondent’s conduct set forth above is cause for disciplinary action against its pharmacy permit under §338.055.2(6), (8), (13), and (15), RSMo:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any

holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * *

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

* * *

(8) Denial of licensure to an applicant or disciplinary action against an applicant or the holder of a license or other right to practice any profession regulated by this chapter granted by another state, territory, federal agency, or country whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, surrender of the license upon grounds for which denial or discipline is authorized in this state;

* * *

(13) Violation of any professional trust or confidence;

* * *

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

17. The California Decision provides cause to discipline Respondent's Missouri permit under the terms of §338.055.2(8), RSMo because the grounds upon which discipline was issued in California (violating California and federal pharmacy laws and regulations) are grounds for which discipline is authorized in Missouri under §338.055.2(6) (violating Missouri pharmacy laws and regulations) and (15), RSMo (violating any state's drug law and regulations).

18. There is cause to discipline Respondent's Missouri permit under the terms of §338.055.2(13), RSMo because Respondent's conduct set forth above violates professional trust and confidence.

19. There is cause to discipline Respondent's Missouri permit under the terms of §338.055.2(6) and (15), RSMo because Respondent's conduct set forth above violates the pharmacy and drug laws and regulations of Missouri and California.

JOINT AGREED DISCIPLINARY ORDER

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of Section 621.045, RSMo:

1. Respondent's Class H sterile compounding permit associated with permit numbered 2014038997 shall be **CLOSED** upon execution of the attached Affidavit of Voluntary Closure of Class H Sterile Compounding Pharmacy Permit and the effective date of this Settlement Agreement.

2. That the terms and conditions set forth in the attached Affidavit of Voluntary Closure of Class H Sterile Compounding Pharmacy Permit shall apply and herein bind Respondent.

3. Respondent agrees not to submit an Application for New Class H Sterile Compounding Pharmacy Permit during the probationary term unless otherwise approved by the Board.

4. Respondent shall return its current permit to the Board Office on or before the effective date of this agreement. The Board will issue Respondent a new permit without the Class H designation.

5. Respondent's pharmacy permit numbered 2014038997 shall be placed on **PROBATION** for a period of **FOUR (4) YEARS** ("disciplinary period"). The period of probation shall constitute the disciplinary period. The terms of discipline shall be as follows:

- A. Respondent shall pay all required fees for licensing to the Board and shall renew its pharmacy license prior to October 31 of each licensing year.
 - B. Respondent shall comply with all provisions of Chapter 338, Chapter 195, and all applicable federal and state drug laws, rules and regulations and with all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.
 - C. If requested, Respondent shall provide the Board a list of all licensed pharmacists employed by the Respondent, and the individuals' current home addresses and telephone numbers.
 - D. If, after disciplinary sanctions have been imposed, the Respondent fails to keep its pharmacy license current, the period of unlicensed status shall not be deemed or taken as any part of the time of discipline so imposed.
 - E. Respondent shall report to the Board, on a preprinted form supplied by the Board office, once every six (6) months (due by each January 1 and July 1), beginning with whichever date occurs first after this Order/Agreement becomes effective, stating truthfully whether or not he/she has complied with all terms and conditions of his/her disciplinary order.
 - F. Respondent shall not serve as an intern training facility for Missouri intern pharmacists.
 - G. Respondent agrees that it will make itself available for inspection by inspectors employed by the Missouri Board of Pharmacy between January 1 and December 31 of each year it is under discipline. This also includes the beginning and ending years of the discipline. The Respondent shall reimburse the Board for travel expenses and meals incurred to facilitate these inspections including, but not limited to, airfare, lodging, shuttle, and transportation expenses within seven (7) days of being provided a notice and valid receipts for said expenses. Travel expenses and meals shall be governed by the recognized Missouri Office of Administration guidelines for state employee travel.
 - H. Respondent shall make a representative of the pharmacy available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings will be at the Board's discretion and may occur periodically during the disciplinary period. Respondent will be notified and given sufficient time to arrange these meetings.
 - I. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Order/Agreement.
6. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the

Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

7. No order shall be entered by the Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 538, RSMo.

8. The terms of this Settlement Agreement are contractual, legally enforceable, binding, and not merely recitals. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

9. Respondent hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. §1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

10. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 338, 610 and 324, RSMo.

RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,

_____ REQUESTS

_____  DOES NOT REQUEST

THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S PHARMACY PERMIT.

If Respondent has requested review, Respondent and the Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's permit and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Respondent's permit. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's permit, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT

ABSOLUTE PHARMACY, LLC
DBA ABSOLUTE PHARMACY

By: _____

Authorized Representative

Date: 9-2-2025

PETITIONER

MISSOURI BOARD OF
PHARMACY

By: _____

Kimberly Grinston
Executive Director

Date: _____

9/18/2025

NEWMAN, COMLEY & RUTH P.C.

By: _____

Aligia Embley Turner #48675
601 Monroe Street, Suite 301
P.O. Box 537
Jefferson City, MO 65102-0537
Telephone: (573) 634-2266
Fax: (573) 636-3306
turnera@ncrpc.com

Attorneys for Missouri Board of
Pharmacy

AFFIDAVIT OF VOLUNTARY CLOSURE
OF CLASS H STERILE COMPOUNDING PERMIT

STATE OF Florida)
COUNTY OF Hillsborough) ss.

I, Andreas Dettlaff, being first duly sworn upon my oath state:

1. I am the 100% shareholder and president of Absolute Pharmacy LLC dba Absolute Pharmacy, 16011 N. Nebraska Ave., Suite 103, Lutz, FL 33549, a pharmacy that holds Missouri permit number 2014038997, and hereby make this affidavit by and on behalf of Absolute Pharmacy with its full approval and authorization.

2. I understand that the Missouri Board of Pharmacy is authorized to pursue disciplinary action upon Absolute Pharmacy's Class H sterile compounding permit associated with pharmacy permit number 2014038997, and that the Missouri Board of Pharmacy is not required to accept a voluntary closure of this Class H permit without a stipulation of facts.

3. It is Absolute Pharmacy's intent and desire at this time, after due deliberation, to provide the Missouri Board of Pharmacy with a Settlement Agreement which contains a Joint Stipulation of Facts and Joint Agreed Disciplinary Order.

4. It is Absolute Pharmacy's further intent and desire at this time, after due deliberation, to voluntarily close its Class H Sterile compounding classification to the Missouri Board of Pharmacy and to provide that Board with any other documents or certificates in its possession evidencing the existence of that Class H classification. The Board will issue Respondent a revised pharmacy permit for permit no. 2014038997 without the Class H designation.

5. Absolute Pharmacy understands and agrees that by voluntary closure of its Class H sterile compounding permit shall be treated as discipline. Absolute Pharmacy further

understands and agrees that if it applies for a Class H sterile compounding permit in the State of Missouri following the execution of this Affidavit, all facts and information, if any, gathered prior to execution of this affidavit by the Missouri Board of Pharmacy concerning any possible or alleged violations of Chapter 338, RSMo, may be considered in the Board's decision of whether to issue a new Class H permit.

6. Absolute Pharmacy fully understands that, by execution of this Affidavit, it shall lose any rights under the law to engage in sterile compounding in the State of Missouri and will not be able to again practice sterile compounding in the State of Missouri until it reapplies for a Class H permit as an original candidate and is accepted by the Missouri Board of Pharmacy.

7. Absolute Pharmacy further understands that its Class H sterile compounding permit will not be returned by the Missouri Board of Pharmacy upon request and will cease to exist when it is closed.

8. Absolute Pharmacy acknowledges and affirms by this sworn statement that no threats, promises, or assurances of any kind have been made regarding the voluntary closure of the Class H sterile compounding permit except as noted above, nor has it been threatened or coerced to so act in any way, but rather Absolute Pharmacy hereby voluntarily closes its Class H sterile compounding permit in the State of Missouri by and with this Affidavit.

9. Absolute Pharmacy acknowledges and affirms that it understands that the Board of Pharmacy will maintain this Affidavit of Voluntary Closure as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

FURTHER AFFIANT SAYETH NAUGHT

ABSOLUTE PHARMACY, LLC
DBA ABSOLUTE PHARMACY

Date:

9-2-2025

By:

Andreas Dettlaff

Subscribed and sworn to before me this 2nd day of September, 2025.



Christine M. Panzram
Notary Public

My Commission Expires:

Christine M. Panzram

(Print, type or stamp name of notary)