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JOHN T. HASSLER 5311
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

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Attorneys for Department of Commerce
and Consumer Affairs

BOARD OF PHARMACY
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Miscellaneous Permit of) PHA 2014-19-L
)
ACRO PHARMACEUTICAL SERVICES) SETTLEMENT AGREEMENT PRIOR TO
LLC,) FILING OF PETITION FOR DISCIPLINARY
) ACTION AND BOARD'S FINAL ORDER;
Respondent.) EXHIBIT "1"
)

241042211

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorney(s), and Respondent ACRO PHARMACEUTICAL SERVICES
LLC (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and
conditions set forth below.

A. UNCONTESTED FACTS

1. At all relevant times herein, Respondent was the holder of a miscellaneous permit
issued by the Board of Pharmacy (hereinafter the "Board") under miscellaneous permit number

PMP 626. The miscellaneous permit was issued on or about January 1, 2010. The miscellaneous permit will expire or forfeit on or about December 31, 2015.

2. Respondent's mailing address for purposes of this action is 313 Henderson Drive, Sharon Hill, Pennsylvania 19074.

3. On or about November 11, 2013, Respondent submitted a renewal application indicating it had, within the last three years, been disciplined by the States of Colorado and Alabama. Respondent indicated it had been (1) admonished by the State of Colorado for failing to report dispensing transactions; and (2) fined by the Alabama Board of Pharmacy.

4. In Alabama, Respondent entered into a Consent Order with the Alabama State Board of Pharmacy based on allegations Respondent failed to report controlled substances to the Prescription Drug Monitoring Program database. Pursuant to the terms of that Consent Order, Respondent agreed to pay an administrative fee of \$1,000.00.

5. RICO alleges that disciplinary action was taken against Respondent by the States of Colorado and Alabama, and that Respondent failed to report this actions within thirty days as required by law.

6. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 436B-19(13) (disciplinary action by another state) and § 436B-19(15) (failure to report disciplinary decision within thirty days).

7. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.
2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.
3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.
4. Respondent being at all times relevant herein the holder of a miscellaneous permit acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the permit and administrative fines, if the foregoing allegations are proven at hearing.
5. Respondent represents Exhibit "1" is a true and correct copy of the June 24, 2011 Consent Agreement with the Alabama State Board of Pharmacy in In the Matter of ACRO Pharmaceutical Services, LLC (Permit Number 113375/201795) (hereinafter "the Alabama action").
6. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this settlement agreement may be grounds for further disciplinary action under HRS chapters 436B and 461.

7. Respondent further understands that RICO enters into this settlement agreement, and agrees to the specific terms contained in this settlement agreement, based upon Respondent's representations made herein.

8. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's miscellaneous permit.

9. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

10. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PHA 2014-19-L.

11. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

12. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: John T. Hassler, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's permit shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the permit to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new permit until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become permitted again, Respondent must apply to the Board for a new permit pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of miscellaneous pharmacy permit holders in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees

that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

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IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: August, 13, 2014.

ACRO PHARMACEUTICAL SERVICES LLC
Respondent

By: Brett Fuschner - President
Its [Signature]

DATED: Honolulu, Hawaii, August 22, 2014.

[Signature]
DARIA A. LOY-GOTO
JOHN T. HASSLER
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE MISCELLANEOUS PERMIT OF ACRO PHARMACEUTICAL SERVICES LLC; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO(S). PHA 2014-19-L; EXHIBIT "1"

IN THE MATTER OF THE MISCELLANEOUS PERMIT OF ACRO PHARMACEUTICAL
SERVICES LLC; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO(S). PHA 2014-19-L;
EXHIBIT "1"

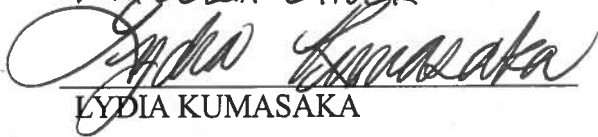
APPROVED AND SO ORDERED:
BOARD OF PHARMACY
STATE OF HAWAII

JILL OLIVEIRA GRAY



~~TODD INAFUKU~~

MARCELLA CHOCK



LYDIA KUMASAKA

CAROLYN S.J. MA

9/19/14

DATE

MARY JO KEEFE



GARRETT A. LAU



KERRI OKAMURA

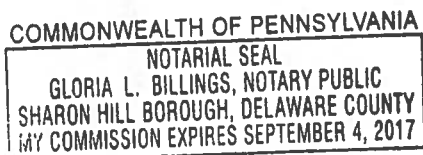
PVL 07/01/13

STATE OF Pennsylvania)
) SS.
COUNTY OF Delaware)

On this 13th day of August, 2014, before me personally appeared

Brett Furchner, to me known to be the person described, and who executed the
foregoing instrument on behalf of Acro Pharmaceutical Services as its
President, and acknowledged that he/she executed the same as
his/her free act and deed.

This 10 -page _____
document dated July 30, 2014 was acknowledged before me by Brett Furchner,
Gloria L. Billings this 13th day of August, 2014, in the
City of Sharon Hill, in the County of Delaware, in the State of
Pennsylvania.



Gloria L. Billings

Name:

Notary Public, State of Pennsylvania

My Commission expires: 9/4/2017

IN THE MATTER OF) BEFORE THE ALABAMA
ACRO PHARMACEUTICAL SERVICES, LLC)
Pharmacy) STATE BOARD OF PHARMACY
Permit Number 113375/201795)

CONSENT ORDER

This matter is before the Alabama State Board of Pharmacy (the "Board") on a complaint against *ACRO PHARMACEUTICAL SERVICES, LLC* alleging a failure to report the dispensing of controlled substances as required by and in violation of Code of Alabama (1975) §20-2-213. This alleged failure constitutes grounds for discipline as set forth in Code of Alabama (1975) §20-2-213 (e).

The Board and *ACRO PHARMACEUTICAL SERVICES, LLC* pursuant to the provisions of Code of Alabama (1975) §41-22-12(f) have agreed to informally resolve the pending matter through the entry of a Consent Order, which shall include the following terms:

1. The counsel for the Board and the counsel for *ACRO PHARMACEUTICAL SERVICES, LLC* stipulate that *ACRO PHARMACEUTICAL SERVICES, LLC* denies for all legal purposes other than this proceeding the allegations set forth in the Statement of Charges and Notice of Hearing, a copy of which is attached hereto as Exhibit "A," but further stipulates that for the purposes of this proceeding *ACRO PHARMACEUTICAL SERVICES, LLC* does not contest that the Board would introduce sufficient evidence to establish a *prima facie* case necessary to meet the legal burden of proof required of the Board in this proceeding. Therefore the Board finds *ACRO PHARMACEUTICAL SERVICES, LLC* guilty of

EXHIBIT "1"

violating the provisions of law and rule set forth in the Statement based upon the allegations therein.

2. *ACRO PHARMACEUTICAL SERVICES, LLC* is guilty of violating Code of Alabama (1975) §34-23-33(2) as a result of failing to report to the Prescription Drug Monitoring Program database all controlled substances dispensed in violation of Code of Alabama (1975) §20-2-213.
3. *ACRO PHARMACEUTICAL SERVICES, LLC* shall pay an administrative fee to the Board in the amount of One Thousand Dollars (\$1,000.00) within ten (10) days from the effective date of this Consent Order, which is the date it is signed on behalf of the Board. The obligation for payment of this fine shall not be dischargeable in bankruptcy nor shall *ACRO PHARMACEUTICAL SERVICES, LLC* attempt to do so.
4. *ACRO PHARMACEUTICAL SERVICES, LLC* expressly waves its rights pursuant to the Alabama Pharmacy Practice Act, the Alabama Administrative Procedures Act and the Alabama Uniform Controlled Substances Act, including but not limited to the Code of Alabama (1975) §34-23-34 and §34-23-92(12), Code of Alabama (1975) §41-22-12 and §41-22-20 and Code of Alabama (1975), §20-2-50 et seq., and including but not limited to the opportunity to receive Notice of the applicable charges, a hearing before the Board in connection with any charges against you and any judicial review. *ACRO PHARMACEUTICAL SERVICES, LLC* further waives any objection to the attorney for the Board preparing, drafting or making this Order, including the waiver of any objection or right pursuant to Code of Alabama (1975), §41-22-18.

5. By execution of this Consent Order, *ACRO PHARMACEUTICAL SERVICES, LLC* hereby releases the Board, its members, agents, representative, servants and employees from any and all liability, claims, damages, fees or expenses arising out of or made in connection with the matters relating to this Consent Order and Statement.
6. *ACRO PHARMACEUTICAL SERVICES, LLC* acknowledges and agrees that any future violation of the Alabama Pharmacy Practice , the laws that regulate the sale and/or dispensing of prescription or legend drugs and/or narcotics or any Rules and regulations of the Alabama State Board of Pharmacy or the pharmacy law or rules of the Board of Pharmacy of another state of any other applicable laws may, upon proof and hearing thereof, result in further disciplinary sanctions against its license, including, but not limited to revocation.
7. *ACRO PHARMACEUTICAL SERVICES, LLC* acknowledges and agrees that it has read this Consent Order and that it fully understands the terms, conditions and contents of the same. *ACRO PHARMACEUTICAL SERVICES, LLC* acknowledges and agrees that it voluntarily and of its own free will accepts the terms and conditions set out in this Consent Order and are signing this Consent Order either on advice of counsel or with the understanding such advice could be sought.

DONE this the 15th day of June 2011.




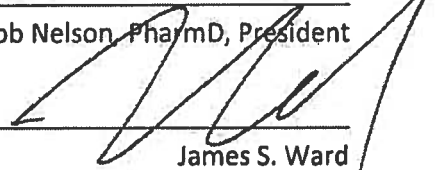
Representative

ACRO PHARMACEUTICAL SERVICES, LLC

DONE this the 24th day of June 2011.

ALABAMA STATE BOARD OF PHARMACY

By: 
Rob Nelson, PharmD, President


James S. Ward

Attorney for the Alabama State Board of Pharmacy

OF COUNSEL:

WARD & WILSON, LLC
2100A Southbridge Parkway
Suite 580
Birmingham, Alabama 35209
Telephone: 205/871-5404
Facsimile: 205/871-5758

EXHIBIT A

IN THE MATTER OF:)	
)	
ACRO PHARMACEUTICAL)	BEFORE THE ALABAMA STATE
SERVICES, LLC)	BOARD OF PHARMACY
)	
Non-Resident Pharmacy)	
Permit Numbers: 113375/201795)	

STATEMENT OF CHARGES AND NOTICE OF HEARING

TO: Acro Pharmaceutical Services, LLC
 313 Henderson Drive
 Sharon Hill, Pennsylvania 19079

Pursuant to the provisions of Code of Alabama (1975), § 34-23-34 and § 34-23-92(12), Code of Alabama (1975), §20-2-213(e) and Code of Alabama (1975), § 41-22-12, you are hereby notified and requested to appear before the Alabama State Board of Pharmacy (hereinafter referred to as the "Board") on June 14, 2011 at 1.00p m., at the State Board of Pharmacy Conference Room, 111 Village Street, Birmingham, Alabama 35242, and from time to time thereafter as may be required by the Board for the purpose of a hearing to determine why the permit to operate Acro Pharmaceutical Services, LLC should not be revoked, suspended or placed on probation or a monetary penalty imposed in that it is alleged that Acro Pharmaceutical Services, LLC has been guilty of the following, to-wit:

COUNT ONE

Violating Code of Alabama (1975), § 34-23-33(2) by your failure to report to the Alabama Prescription Data Bank controlled substances dispensed by you and/or a "zero report" as required by Code of Alabama (1975), §20-2-2.13(a) and (b); and

COUNT TWO

Violating Code of Alabama (1975), § 34-23-33(6) based upon any or all of the allegations of Count One and/or your violation of Rule 420-7-2.12 promulgated by the

Alabama Department of Health; and

Further, pursuant to the provisions of Code of Alabama, (1975), §20-2-53 and §41-22-12, you are hereby notified and requested to appear before the Board at the aforesaid time and place and from time to time thereafter as may be requested by the Board for the purpose of a hearing to determine why your registration to manufacture, dispense or distribute controlled substances enumerated in Schedules II, III, IV and V of the Alabama Uniform Controlled Substances Act, Code of Alabama (1975), §20-2-1, et. seq., issued pursuant to Code of Alabama (1975), §20-2-52, should not be suspended or revoked in that it is alleged that you have been guilty of the following:

COUNT THREE

Violating Code of Alabama (1975), §20-2-54(a)(4) by violating the provisions of Code of Alabama (1975), §34-23-1 et seq., said violation being based upon any or all of the allegations contained in the preceding Counts of this Statement of Charges and Notice of Hearing.

At the aforesaid time and place and from time to time thereafter as may be directed by the Board, you may be represented by an attorney, if you so desire, cross-examine all witnesses who testify against you and present such evidence in your own behalf in response to these charges as you consider necessary and appropriate.

Dated this the 12th day of April, 2011.

ALABAMA STATE BOARD OF PHARMACY

Herb Bobo

By: Herb Bobo
Executive Secretary