



its promises—reaping hundreds of millions, if not billions, of dollars, while disregarding regulatory requirements and patient safety. Despite repeated FDA observations, warnings, and internal complaints identifying serious compliance failures, including violations of sterility standards and the use of improper ingredients, Empower continued its unlawful practices unabated. At all relevant times, Shaun Noorian knowingly permitted—and profited from—this conduct.

In reality, the Food and Drug Administration (“FDA”) has repeatedly cited and condemned Empower for significant regulatory violations, including failures to maintain sterile conditions and the use of non-pharmaceutical-grade active pharmaceutical ingredients (“API”) in medications intended for human use. Even after being confronted with these dangerous practices and their risks to patients, Empower persisted—placing profit over safety at every turn.

Plaintiffs—the Estate of Shawna Stash, Lauren Stash, and Don Rhodes (collectively, the “Plaintiffs”)—bring this Complaint against Empower on behalf of themselves and all others similarly situated. Plaintiffs seek to enjoin and recover damages for Empower’s manufacture, dispensing, distribution, and sale of contaminated, misbranded, and falsely advertised medications.

Empower sold these defective and misrepresented products to millions of unsuspecting consumers across the United States, including Shawna Stash, without disclosing that the medications contained non-pharmaceutical grade APIs. At the same time, Empower affirmatively and repeatedly represented—through its website and social media platforms—that its products were of “pharmaceutical-grade quality.” Among these products were GLP-1 medications, including the Semaglutide purchased by the deceased, Shawn Stash (“Shawna”).

This deception created and continue to pose as an immediate and substantial risk to public health constitutes consumer fraud on a massive scale. For Shawna Stash, that risk proved fatal—culminating in her untimely and wrongful death.

## **NATURE OF ACTION**

This lawsuit seeks redress for Plaintiffs and similarly situated consumers who purchased Empower's adulterated and contaminated medications. Specifically, Plaintiffs and similarly situated consumers seek an order (1) certifying a class and subclasses as set forth below; (2) awarding compensatory, statutory, and punitive damages; (3) awarding restitution and all other forms of equitable monetary relief; (4) ordering injunctive relief to stop Empower's continued profiteering from the false advertising and selling of its adulterated and contaminated medications; and (5) awarding Plaintiffs and the class attorneys' fees, expenses, and costs of suit.

### **I.**

#### **IDENTIFICATION INFORMATION REQUIRED BY TCPR §30.014**

1. The last three digits of Plaintiff(s)'s Texas Driver's License numbers and social security numbers are unknown at this time.
2. Defendant does not have a Texas Driver's License or social security number because it is a corporate entity.

### **II.**

#### **MONETARY CATEGORY**

3. Pursuant to Texas Rule of Civil Procedure 47, this matter should be assigned to category monetary relief over \$10,000,000.

### **III.**

#### **DISCOVERY CONTROL PLAN**

4. Pursuant to Tex. R. Civ. P. 190.4, Plaintiffs move the Court for a Level 3 Discovery Control Plan.

**IV.  
PARTIES**

5. Plaintiffs Lauren Stash and Don Rhodes, who reside in Austin and Houston, Texas, are the Personal Representatives of the Estate of Shawna Stash (the “Estate”) and bring this action on behalf of the Estate. Shawna, who died in HCA Houston Healthcare-Conroe in Montgomery County, Texas was a resident of Montgomery, Texas as of the date of her death. All Plaintiffs mentioned are family members of Shawna.

6. Lauren Stash is the daughter of Shawna Stash and resides in Austin, Texas.

7. Don Rhodes is the father of Shawna Stash and resides in Houston, Texas.

8. Defendant Empower is a limited liability company organized under the laws of Texas with its principal place of business at 5980 West Sam Houston Parkway North, Suite 300, Houston, Texas, 77041. Defendant Empower Clinic Services, LLC d/b/a Empower Pharmacy can be served by and through it’s register agent InCorp Services, Inc. at 815 Brazos St., Suite 500, Austin, TX 78701.

9. Defendant Empower engages in the manufacturing, sale, and distribution of adulterated and contaminated medications in all 50 states and in Puerto Rico,<sup>1</sup> selling to pharmacies, providers, and patients directly in every state.<sup>2</sup>

**V.  
JURISDICTION AND VENUE**

10. Harris County is a county of proper venue in that it is the county of Empower’s

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<sup>1</sup> Empower Pharmacy Shipping Coverage, available at: <https://www.empowerpharmacy.com/compounding-pharmacy-shipping-coverage/> (last visited Apr. 3, 2025).

<sup>2</sup> Empower Pharmacy – Who We Serve, available at: <https://www.empowerpharmacy.com/who-we-serve/practitioners/>, <https://www.empowerpharmacy.com/who-we-serve/patients/>, <https://www.empowerpharmacy.com/who-we-serve/pharmacies/> (last visited Apr. 3, 2025).

residence, incorporation, and/or place of business; and the county in which a substantial portion of Plaintiffs' causes of action arose.

11. This Court has personal jurisdiction over Empower because Empower resides in, is incorporated in, and/or operates out of this District.

## VI. FACTUAL ALLEGATION

### A. Defendant Empower's Background: The Nation's Largest Compounding Pharmacy

12. Empower boasts that it is the "nation's most advanced 503A compounding pharmacy and 503B outsourcing facility."<sup>3</sup>

13. Empower sells medications nationwide by (a) selling directly to consumers under its status as a 503A<sup>4</sup> compounding pharmacy and, (b) selling to healthcare providers, such as the Clinic Defendant, as a 503B<sup>5</sup> outsourcing facility, and the healthcare providers in turn sell Empower's medications to consumers, such as Plaintiffs and others similarly situated.<sup>6</sup>

14. In 2018, Empower became the nation's largest human drug compounding pharmacy.<sup>7</sup>

15. In 2021, Empower purported to "launch the nation's largest and most advanced compounding pharmacy . . . allow[ing Empower] to serve millions of patients nationwide . . . ."<sup>8</sup>

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<sup>3</sup> Empower Pharmacy, *Home Page*, <https://www.empowerpharmacy.com/> (last visited May 23, 2025).

<sup>4</sup> 21 U.S.C. § 353a.

<sup>5</sup> 21 U.S.C. § 353b.

<sup>6</sup> See Empower Pharmacy, *What Is a Compounding Pharmacy? 503A vs 503B*, <https://www.empowerpharmacy.com/compound-medication/news/what-is-a-compounding-pharmacy/> (last visited May 23, 2025).

<sup>7</sup> Empower Pharmacy, *About Our Story – 2018*, <https://www.empowerpharmacy.com/about/our-story/> (last visited May 22, 2025).

<sup>8</sup> Empower Pharmacy, *About Our Story – 2021*, <https://www.empowerpharmacy.com/about/our-story/> (last visited May 22, 2025).

16. As of 2023, Empower was “filling 15,000” prescriptions daily,”<sup>9</sup> and its revenue has since increased by 50% per year.<sup>10</sup>

**B. The Compounding Industry’s History of Creating Public Health Outbreaks by Manufacturing Adulterated and Contaminated Medications**

17. Compounding pharmacies like Empower have a tortured history of creating public health epidemics when using adulterated ingredients or manufacturing in insanitary conditions.

18. By way of example, in 2007, three consumers died from organ failure after a Texas compounder sold super-potent colchicine that was as much as 640 percent labeled strength.<sup>11</sup>

19. In 2011, a Texas compounding pharmacy caused 19 cases of *serratia marcescens* bacterial infections, which included nine deaths, from distributing contaminated parenteral nutrition products.<sup>12</sup>

20. In 2012, a New England compounding pharmacy caused one of the worst public health outbreaks connected to the compounding pharmaceutical industry by distributing contaminated injections to consumers across the U.S., similar to what Empower has done over the past years.<sup>13</sup> Although Empower has been sanctioned for not reporting adverse reactions,

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<sup>9</sup> Empower Pharmacy, *About Our Story – 2023*, <https://www.empowerpharmacy.com/about/our-story/> (last visited May 22, 2025).

<sup>10</sup> Julian Gill, *What is Empower Pharmacy? A look at the fast-growing compounding pharmacy in Houston*, Houston Chronicle (May 12, 2025), available online <https://www.houstonchronicle.com/news/houston-texas/health/article/empower-pharmacy-compound-glp1-20281811.php>

<sup>11</sup> Dominic Markwordt, J.D., FDA’s Compounding Program, Office of Compliance for Center for Drug Evaluation and Research, at p. 10 (available online at [https://www.fda.gov/media/156360/download#:~:text=Outsourcing%20Facility%20Product%20Reports&text=%E2%80%93%20Section%20503B\(b\)%20of,the%20previous%20six%2Dmonth%20period.](https://www.fda.gov/media/156360/download#:~:text=Outsourcing%20Facility%20Product%20Reports&text=%E2%80%93%20Section%20503B(b)%20of,the%20previous%20six%2Dmonth%20period.))

<sup>12</sup> *Id.*

<sup>13</sup> *Id.* See also DOJ, *Dallas Compounding Pharmacy Owner Pleads Guilty in Connection with Misbranded Drug Shipment*, (Apr. 24, 2012), <https://www.justice.gov/opa/pr/dallas-compounding-pharmacy-owner-pleads-guilty-connection-misbranded-drug-shipment>; FDA, *FDA’s investigation into Guardian’s compounded triamcinolone-moxifloxacin drug product* (last update July 5, 2018), <https://www.fda.gov/drugs/human-drug-compounding/fdas-investigation->

Empower’s contaminated products have yet to be linked to any deaths. But the 2012 outbreak from the New England pharmacy’s distribution of contaminated injections caused over 60 deaths due to fungal meningitis.<sup>14</sup>

21. These events highlight that consumers rely on healthcare providers to manufacture medications in sterile environments with only pharmaceutical-grade ingredients. When pharmacies compromise on sterility, they create dangerous conditions where bacteria contaminates medications, putting patients' lives at risk—especially with injectable drugs that bypass the body's natural protective barriers. Similarly, using substandard ingredients like food-grade or cosmetic-grade materials substantially increases contamination risks that can prove fatal, particularly when consumers inject these substances directly into their bloodstreams.

### C. False Representations and Advertisements by Empower

22. Empower expressly represents that its medications are of “pharmaceutical-grade quality,”<sup>15</sup> that it “adheres to stringent regulatory standards,”<sup>16</sup> that its facility is “state-of the art,”<sup>17</sup> and that it “source[s] all our medications and active pharmaceutical ingredients from FDA-

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[guardians-compounded-triamcinolone-moxifloxacin-drug-product#:~:text=Conclusion,407%20and%20poloxamer%20407%20degradants.](#)

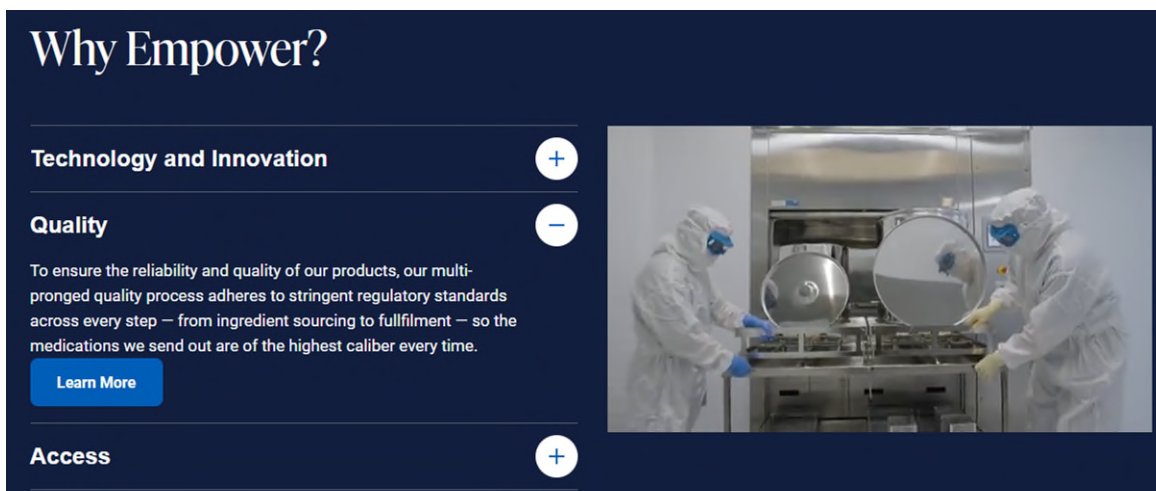
<sup>14</sup> DOJ, *New England Compounding Center Pharmacist Sentenced for Role in Nationwide Fungal Meningitis Outbreak*, (Jan. 31, 2019), <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/doj-press-releases-involving-fda-oci/january-31-2018-new-england-compounding-center-pharmacist-sentenced-role-nationwide-fungal>.

<sup>15</sup> Empower Pharmacy, *Home Page*, <https://www.empowerpharmacy.com/> (last visited May 22, 2025) (“See how outstanding customer service, pharmaceutical-grade quality, and innovative solutions come together . . .”)

<sup>16</sup> *Id* at “Quality” tab. See also Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited May 23, 2025).

<sup>17</sup> Empower Pharmacy, *Home Page – Why Empower?*, <https://www.empowerpharmacy.com/> (last visited April 22, 2025).

registered suppliers and manufacturers.”<sup>18</sup>



23. Empower’s website features pictures and videos of medical equipment and staff in medical attire, such as surgeon gowns.

24. The above-referenced pictures and videos on Empower’s website mislead consumers into thinking Empower manufactures medications in a sterile environment with pharmaceutical-grade ingredients.

25. Empower recognizes that “ingredients matter to consumers” and that consumers “consider [ingredients] an important factor when purchasing skincare products.”<sup>19</sup>

26. Consumers and healthcare providers believe Empower is manufacturing medications in sanitary conditions and using pharmaceutical-grade ingredients.

27. Consumers and healthcare providers rely on Empower’s representations when purchasing medication, as consumers and healthcare providers believe Empower is manufacturing medications in sanitary conditions and using pharmaceutical-grade ingredients.

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<sup>18</sup> Empower Pharmacy, *FAQs – All FAQs*, <https://www.empowerpharmacy.com/who-we-serve/faqs/?faq=practitioners> (last visited May 23, 2025).

<sup>19</sup> Empower Pharmacy, *Uncover GHK-Cu Copper Peptides Potential Benefits for Skin and Hair*, <https://www.empowerpharmacy.com/compound-medication/dermatology/ghk-cu-copper-peptide/> (last visited May 23, 2025).



28. Quite contrary to Empower’s representations, however, Empower manufactures and sells medications that are unfit for human consumption and not what Plaintiffs and similarly situated consumers thought they were buying. For example, Empower uses active pharmaceutical ingredients, or APIs, and excipients that are not suitable for use in drug products.

29. Empower’s makes false and misleading advertisements about the quality of its products mislead consumers on a daily basis.

30. Unbeknownst to consumers, Empower uses cosmetic and food grade API in Semaglutide and other products.

31. Cosmetic and food grade API are not the same as pharmaceutical-grade API.

32. Empower sells prescriptions for Semaglutide and other products that contain API manufactured in contaminated conditions and which do not contain pharmaceutical-grade API.

33. Empower uses API labeled as “Not for Drug Use” in its medications, including Semaglutide.

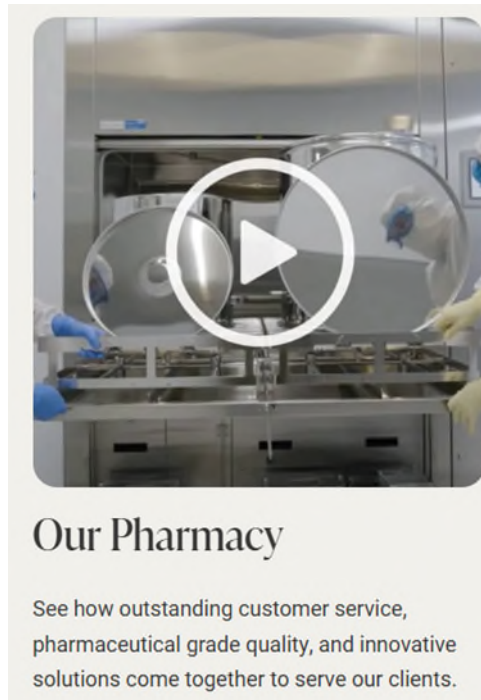
34. Empower uses research and development ingredients in its medications, including Semaglutide.

35. Empower uses API that lacks certificates of analysis from the original manufacturer in its medications, including Semaglutide.

36. Contrary to published FDA guidance, Empower uses Semaglutide salt form instead of Semaglutide base form to manufacture GLP-1s.

37. Further examples of Empower’s false representations are below.

38. Empower represents that its medications are of pharmaceutical-grade quality. Yet, the FDA has repeatedly concluded that Empower uses non-pharmaceutical-grade ingredients.<sup>20</sup>



39. Empower represents its facility operates to the “industry’s highest quality standards.”<sup>21</sup> This representation is false, as evidenced by the FDA noting “serious deficiencies” at Empower as recent as April 2025.

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<sup>20</sup> Empower Pharmacy, *Home Page*, <https://www.empowerpharmacy.com/> (last visited May 22, 2025).

<sup>21</sup> *Id.*



40. Empower advertises that it “adheres to stringent regulations set by State Boards of Pharmacy, the FDA, and USP standards, and even voluntary quality testing.”<sup>22</sup> Separately on its website, Empower represents that it “adheres to stringent regulatory standards across every step – *from ingredient sourcing to fulfillment . . .*”<sup>23</sup> This is patently false, as evidenced by the numerous violations documented by State Boards of Pharmacy, the FDA, and former Empower employees confirming that Empower does not comply with regulations and standards set by the FDA and the USP, much less voluntary quality testing.

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<sup>22</sup> Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited May 23, 2025).

<sup>23</sup> Empower Pharmacy, *Home Page – Quality*, <https://www.empowerpharmacy.com/> (last visited May 23, 2025).

41. Empower represents that its “facility is compliant with cGMP standards.”<sup>24</sup> Yet, this representation is patently false as demonstrated by ten years’ worth of FDA reports concluding that Empower fails to comply with cGMP standards.

42. Empower represents that its “state-of-the-art facilities use advanced technology and equipment to produce *high-quality, custom medications . . .*”<sup>25</sup> This representation is false, because the medications are not “high quality” nor custom, but instead Empower produces medications with food and cosmetic grade material in insanitary conditions. Empower also does not “customize” their medications.

43. Empower represents that its “mission is to provide access to the best compound medication solutions for patients, practitioners, and pharmacies.”<sup>26</sup> This representation is false, because Empower’s mission is to purchase the cheapest ingredients on the market (whether approved or not) to increase its profit margin.

44. Empower represents that it “*source[s] all our medications and active pharmaceutical ingredients from FDA-registered suppliers and manufacturers.*”<sup>27</sup> This representation is false, because Empower purchases its ingredients from surreptitious Gmail and Yahoo accounts that are not FDA registered (and who purchase ingredients from sources that are not FDA registered), and Empower uses ingredients that lack certificate of analysis from the original manufacturer.

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<sup>24</sup> Empower Pharmacy, *Who We Serve – Pharmacies*, <https://www.empowerpharmacy.com/who-we-serve/pharmacies/> (last visited August 26, 2025).

<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> Empower Pharmacy, All FAQs, <https://www.empowerpharmacy.com/who-we-serve/faqs/> (last visited May 22, 2025).

## Where are your ingredients sourced from?

We source all our medications and active pharmaceutical ingredients from FDA-registered suppliers and manufacturers.

45. Empower represents that “[a]t Empower, we provide high-quality, sterile 503A and 503B compounded IV therapy medications . . . With rigorous sterility testing, FDA-registered, and PCAB-accredited facilities, we ensure safe and effective IV solutions.”<sup>28</sup> This representation is false, because Empower does not conduct sterility testing and the ingredients are not FDA-registered or PCAB accredited.

TRUSTED BY HEALTHCARE PROFESSIONALS

## IV Therapy Medications

503A 503B

At Empower, we provide high-quality, sterile 503A and 503B compounded IV therapy medications to support healthcare professionals and their patients. With rigorous sterility testing, FDA-registered, and PCAB-accredited facilities, we ensure safe and effective IV solutions. Set up your Empower account today.

Request Pricing & Information



46. Empower represents that it manufactures “*pharmaceutical-grade GHK-Cu/copper peptide*.”<sup>29</sup> This representation is false, because Empower uses food and cosmetic grade ingredients.

<sup>28</sup> Empower Pharmacy IV Therapy Compound Medications, available at: <https://www.empowerpharmacy.com/compound-medication/iv-therapy/> (last viewed Apr. 3, 2025).

<sup>29</sup> Empower Pharmacy, *Uncover GHK-Cu Copper Peptides Potential Benefits for Skin and Hair*, <https://www.empowerpharmacy.com/compound-medication/dermatology/ghk-cu-copper-peptide/> (last visited May 22, 2025).

47. Empower represents that it manufactures “*pharmaceutical-grade* longevity products.”<sup>30</sup> This representation is false, because Empower uses food and cosmetic grade ingredients.

48. Empower represents that it “uphold[s] the highest standards of safety and efficacy . . . .”<sup>31</sup> This representation is false, as evidenced by the repeated FDA conclusions that Empower repeatedly violates the FDCA.

49. Empower’s CEO Shaun Noorian has repeatedly touted Empower’s quality and its efforts to form an “intimate” relationship with its patients because those patients need to trust that the medications they are buying are high quality.<sup>32</sup>

50. Empower’s efforts to deceive consumers also extend throughout its social media, such as its CEO falsely stating in the below post that its operations “hold[] up under inspection” and “quality that doesn’t depend on luck.”

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<sup>30</sup> Empower Pharmacy, Longevity Support, <https://www.empowerpharmacy.com/compound-medication/longevity/support-your-patients-healthspan-quest/> (last visited May 22, 2025).

<sup>31</sup> Empower Pharmacy, Our Story, <https://www.empowerpharmacy.com/about/our-story/>

<sup>32</sup> Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited May 23, 2025).



**Shaun Noorian** · 2nd  
CEO @ Empower Pharmacy | Quality, Afforda...  
1h ·

Connect

We get asked all the time how we've grown this fast without cutting corners.

The answer is simple.  
We built the corners right the first time.

Not the cheapest way.  
Not the fastest shortcut.  
The right way.

That means building for:  
✓ Compliance that holds up under inspection  
✓ Systems that scale without breaking  
✓ Quality that doesn't depend on luck

Most companies treat these as things you figure out later.  
After growth. After funding. After a crisis forces the issue.

But in healthcare, you don't get that luxury.

You either pay upfront with discipline  
Or you pay later with problems, recalls, audits, and risk to patient safety.

We chose to build it right from day one.  
Because trust can't be retrofitted.

And that's why we're still growing.  
Stronger, not shakier. Faster, not looser.

Corners don't need to be cut.  
They need to be built like the foundation they are.

51. Further demonstrating Empower's fundamental commitment to profits over patients, Empower's CEO Shaun Noorian formed an alleged "Coalition for Responsible Compounding," which claims to promote responsible compounding.

52. The reality is, however, that he has solely used this entity to report alleged misconduct by Empower's creditors.

53. Many compounders have challenged this alleged "Coalition's" actual purpose based upon the fact that Noorian has only reported on his competitors "bad behavior" but never reported anything regarding Empower.

54. Finally, Empower has also adopted personnel policies designed to limit, blunt, and even punish anyone who might dissent or disclose their fraudulent behavior, including the

requirement that its personnel are required at regular intervals, including before they can receive sales commissions in the case of sales representatives, to execute updated confidentiality and non-disclosure agreements in order to get paid or receive other benefits to which they are entitled.

**D. The FDA Has Repeatedly Concluded that Empower Commits a Host of Violations**

55. Although Empower advertises that it “adheres to stringent regulations set by State Boards of Pharmacy, the FDA, and USP standards, and even voluntary quality testing,”<sup>33</sup> Empower’s operations over the last decade have been replete with the FDA concluding that Empower violates the FDCA.<sup>34</sup>

56. The FDA has stated that Empower uses cosmetic and food grade API in its medications, including Semaglutide.

57. The FDA has confirmed that Empower sells prescriptions for medications, including Semaglutide, that contain API manufactured in contaminated conditions.

58. The FDA has confirmed that Empower uses API labeled “Not for Drug Use” in its medications, including Semaglutide.

59. The FDA has confirmed that Empower uses API that lacks certificates of analysis in its medications, including Semaglutide.

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<sup>33</sup> Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited May 23, 2025). *See also* Empower Pharmacy, *Home Page – Quality*, <https://www.empowerpharmacy.com/> (Empower stating it “adheres to stringent regulatory standards across every step – from ingredient sourcing to fulfillment . . . .”)

<sup>34</sup> Out of an abundance of caution, Plaintiffs clarify that they are not seeking to enforce the FDCA. The FDA has already concluded that these violations exist. Plaintiffs are seeking redress for Defendant manufacturing, distributing, and selling contaminated, non-sterile, adulterated medications that are not as advertised and not as the consumer believed it was purchasing. Simply put, Plaintiffs seek redress for Empower’s fraudulent and deceptive actions in the marketing and sale of their products.

60. Boards of pharmacies in some states have stated that Empower uses cosmetic and food grade API in its medications, including Semaglutide.

61. In April 2025, the FDA stated that Empower has “serious deficiencies in [its] practices for producing drug products intended or expected to be sterile, which put patients at risk.”<sup>35</sup>

62. Even after the FDA’s aforementioned April 2025 statement set forth above, consumers continue to report quality problems with—and even adverse reactions to—Empower’s medications.

63. What is worse is that the FDA has flagged Empower’s improper conduct for years.

64. For instance, in 2015, the FDA concluded that Empower contaminated an injectable medication lot with bacteria yet Empower had no records that it investigated the contamination. The FDA also found that Empower lacked procedures to “prevent microbiological contamination in drug products purporting to be sterile”; did not have an adequate sterilization process; that its “aseptic processes [were] deficient”; and lacked testing processes to confirm the stability of drug products. Put another way, Empower had no way to track whether its products were outdated.<sup>36</sup>

65. The FDA concluded there were additional significant regulatory violations in 2017. In particular, the FDA “noted serious deficiencies in [Empower’s] practices for producing sterile drug products, which put patients at risk” and that products purported to be sterile “were prepared, packed, or held under insanitary conditions.” Further, although Empower advertises that it is

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<sup>35</sup> FDA Warning Letter to Empower Clinic Services, LLC (issued April 22, 2025), <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/empower-clinic-services-llc-dba-empower-pharma-700962-04022025>.

<sup>36</sup> FDA Form 483 to Empower Clinic Services, LLC (Nov. 25, 2015), available online at <https://www.fda.gov/media/95350/download>.

cGMP compliant,<sup>37</sup> the FDA stated there were “significant cGMP violations at [Empower’s] facility,” including failure to follow procedures that “are designed to prevent microbiological contamination of drug products purporting to be sterile”; failure to “establish an adequate system for monitoring environmental conditions in [an] aseptic processing area”; and failure to “establish an adequate system for cleaning and disinfecting the room and equipment to produce aseptic condition.” The FDA also questioned whether Empower took corrective actions that Empower claimed to have taken in response to the 2015 inspection.<sup>38</sup>

66. In 2019, the FDA concluded that Empower used ineligible substances when producing drug products and was continuing to fail to produce sterile products. The FDA also admonished Empower for “declin[ing] to discontinue serving its patients and customers with these . . . drug products compounded using bulk substances.” The FDA stated that the “violations cited in this letter are not intended to be an all-inclusive statement of violations at [Empower’s] facility.”<sup>39</sup>

67. In 2020, the FDA concluded Empower continued to have deficient aseptic processing areas; continued to fail “to maintain adequate environmental controls during sterile drug production;” continued to fail to “mitigate the risk of contamination of finished drug

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<sup>37</sup> See, e.g., Empower Pharmacy, Who We Serve – Pharmacies, <https://www.empowerpharmacy.com/who-we-serve/pharmacies/> (last visited Aug. 5, 2025) (“Our FDA-registered 503B outsourcing facility *is compliant with cGMP standards.*”)

<sup>38</sup> Letter from Monica Maxwell, Acting Program Division Director, FDA Office of Pharmaceutical Quality Operations Division II, to Arta Shaun Noorian, Owner, Empower Pharmacy, (May 25, 2017), available online at <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/empower-clinic-services-llc-516718-05252017>.

<sup>39</sup> Letter from Monica Maxwell, Program Division Director, FDA Office of Pharmaceutical Quality Operations Division II, to Arta Shaun Noorian, CEO, Empower Pharmacy, (July 22, 2019), available online at <https://www.fda.gov/media/130590/download>.

products”; continued to fail to follow procedures applicable to quality; and continued to fail to submit adverse event reports resulting from their medications.<sup>40</sup>

68. In 2021, the FDA concluded that Empower failed to properly label its products; again failed to submit adverse event reports; failed to report all drugs it compounded; and misbranded drug products. The FDA again noted that Empower’s “corrective actions appear deficient,” and that the “violations cited in this letter are not intended to be an all-inclusive statement of violations at [Empower’s] facility.”<sup>41</sup>

69. In 2022, the FDA issued yet another damning report regarding Empower’s operations. The FDA recognized that Empower failed to use pharmaceutical-grade ingredients and again concluded that Empower manufactured medications in insanitary conditions. Empower’s quality unit generally “failed to fulfill its duties and responsibilities,” such as by failing to investigate deviations and out of specification results, failing to report adverse events, ***lacking documentation to show that all API and excipients are suitable for use in medications***, failing to bring cleanrooms back to operating conditions after select activities, failing to conduct quality testing, lacking documentation showing suppliers were FDA registered and approved, and failing to implement corrective actions. The FDA also concluded that Empower failed to follow procedures “designed to prevent microbiological contamination of drug products purporting to be sterile.” Specifically, Empower failed to monitor “critical sites . . . where drug products are aseptically filled” and “observed rust and/or discoloration” on equipment where aseptic drugs are

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<sup>40</sup> FDA Form 483 to Empower Clinic Services LLC (Mar. 6, 2020), available online at <https://www.fda.gov/media/137544/download>

<sup>41</sup> Letter from Tamala Bogan, Acting Program Division Director, FDA Office of Pharmaceutical Quality Operations Division II, to Arta Shaun Noorian, Owner, Empower Pharmacy (Oct. 15, 2021), available online at <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/empower-clinic-services-llc-dba-empower-pharmacy-613792-10152021>

filled. The 15-page report listing all the violations also notes continued failure to properly label drug products; failure to report adverse events; failure to sterilize other equipment; and failure to follow corrective actions and Empower’s own purported policies and procedures.<sup>42</sup>

70. In 2023, the FDA concluded Empower continued to violate the FDCA due to Empower’s “poor aseptic techniques,” using “ingredients not intended for pharmaceutical use in sterile drug production” (including using ingredients labeled as “Not for Use as Drug/API, or Drug Product that Empower received from an “unapproved supplier”), failure to “clean and disinfect or sterilize equipment . . . to prevent cross contamination of hazardous and non-hazardous sterile finished drug products,” and “[c]ompounding with components . . . that have not been verified to assure that they do not contribute endotoxin contamination . . . .”<sup>43</sup>

71. In 2024, the FDA continued to conclude that Empower violated the FDCA in similar fashion. The FDA observed that Empower failed to maintain procedures “to prevent microbiological contamination of drug products purporting to be sterile.” For instance, Empower “released a batch of a sterile product even though positive microbial growth was detected”; Empower failed to adequately investigate a report of “fungi” in a batch of medication; Empower distributed adulterated vials because “inner layer of bags containing vials was routinely opened . . . without being disinfected”; Empower did “not perform proper aseptic techniques while performing sterile operations;” and Empower released a batch of medications despite a “reported deviation in non-viable particle monitoring.” *The FDA also again concluded that Empower’s ingredients were improper.* The FDA found that Empower did not test products “to assure that

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<sup>42</sup> FDA Form 483 to Empower Clinic Services, LLC (Aug. 5, 2022), available online at <https://www.fda.gov/media/162155/download>

<sup>43</sup> FDA Form 483 to Empower Clinic Services, LLC (Dec. 1, 2023), available online at <https://www.fda.gov/media/176194/download>.

drug products confirm to appropriate standards of identity, strength, quality and purity”<sup>44</sup> and Empower failed to investigate “approximately 20 complaints for lack of efficacy of compounded drugs since August 2022.” Finally, the FDA again found that Empower failed to report adverse reactions to the FDA.<sup>45</sup>

72. Most recently, in April 2025, the FDA emphasized that Empower still had “serious deficiencies” in Empower’s practices for producing drug products, “which put patients at risk.” Specifically, the FDA found that Empower “prepared packed or held” drug products intended “*or expected*” to be sterile in insanitary conditions, “whereby they may have become contaminated with filth or rendered injurious to health, causing your drug products to be adulterated.” Due to the extensive and repeated violations, the FDA recommended that Empower overhaul its entire operation by “strongly recommend[ing] that [Empower’s] management undertake a comprehensive assessment of operations, including facility design, procedures, personnel, processes, maintenance, materials, and systems,” which should include “assess[ing] your aseptic processing operations” by enlisting a “third-party consultant with relevant sterile drug manufacturing expertise.”<sup>46</sup>

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<sup>44</sup> *But see* Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited May 23, 2025) (“Since its genesis, Empower Pharmacy has prioritized safety and quality in all its practices. Empower adheres to stringent regulations set by State Boards of Pharmacy, the FDA, and USP standards, and even voluntary quality testing.”)

<sup>45</sup> FDA Form 483 to Empower Pharmacy (Aug. 28, 2024), available online at <https://www.fda.gov/media/182593/download>.

<sup>46</sup> FDA Warning Letter to Empower Clinic Services, LLC dba Empower Pharma (published April 22, 2025), available online at <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/empower-clinic-services-llc-dba-empower-pharma-700962-04022025> (last visited August 28, 2025).

## E. State Boards of Pharmacy Find Empower Commits a Host of Violations

73. And the FDA is not the only regulatory entity to have found Empower in violation of consumer safety. Numerous states have also concluded Empower manufactures, distributes, and sells adulterated medications made in insanitary conditions.

74. For instance, in September 2022, Empower entered into a Stipulated Settlement and Disciplinary Order after California charged Empower with preparing adulterated medications, obtaining active ingredients from unregistered suppliers, failing to report adverse effects, and other violations. Empower conceded that the California Board of Pharmacy had a factual basis for the charges.<sup>47</sup>

75. Empower has also received citations from Alabama, Colorado, Florida, and Pennsylvania.<sup>48</sup>

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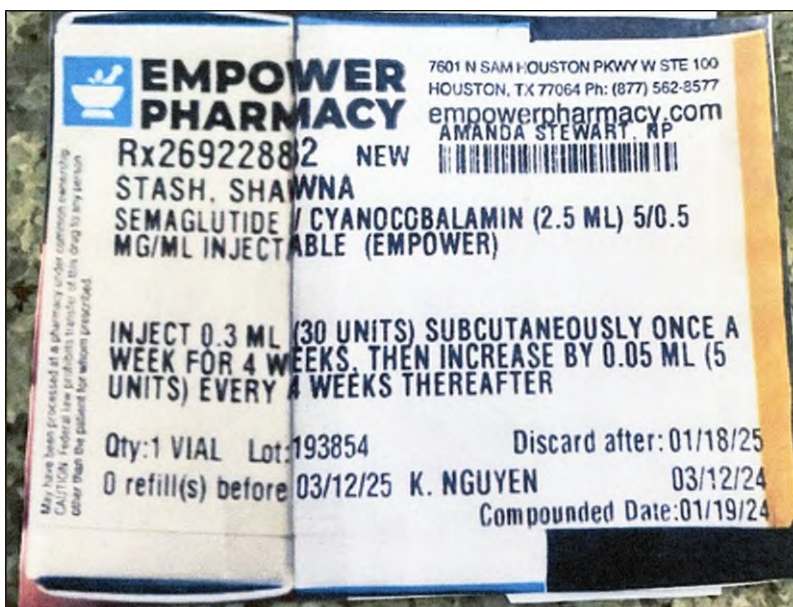
<sup>47</sup> Corrected Decision and Order, *In the Matter of the Accusation Against Empower Clinic Services, LLC DBA empower Pharmacy, Arta Shaun Noorian*, Board of Pharmacy Dep't of Consumer Affairs State of Cal. (Jan. 18, 2023), at 15:11, 21:16-18, 25:6-7, and 13-57, available online at <https://www.pharmacy.ca.gov/enforcement/fy2021/ac207117>.

<sup>48</sup> Letter from Colorado Dep't of Regulatory Agencies to Empower Pharmacy (Sept. 17, 2019), <https://apps2.colorado.gov/dora/licensing/Lookup/PrintLicenseDetails.aspx?cred=931134&contact=992231>; Stipulation and Final Agency Order, *In the Matter of Disciplinary Proceedings Regarding the Non-Resident Prescription Drug Outlet Registration in the State of Colorado of Empower Pharmacy*, Registration No. PDO OSP.0006131, Aug. 8, 2023), <https://apps2.colorado.gov/dora/licensing/Lookup/PrintLicenseDetails.aspx?cred=931134&contact=992231>; *In the Matter of Empower Pharmacy Non-Resident Pharmacy Permit Number: 114339*, No. 20-L-0040, Alabama State Board of Pharmacy, (July 28, 2022), <https://albop.blob.core.windows.net/prod/albopdocuments/2022/7/b2c457218dc341bea0b524427e01b6487292022.pdf?sv=2024-05-04&spr=https&se=2025-05-23T20%3A30%3A24Z&sr=b&sp=r&sig=qtrhbbj3ngYI9zK%2B6z%2FXIVaelp1N1X2mmspjsMLyIuA%3D>; Administrative Complaint, *State of Florida Dep't of Health v. Empower Clinic Services, LLC*, No. 2023-03021, (June 22, 2023), <https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders/LicenseVerification?LicInd=442&ProCde=2210&dba=Empower%20Pharmacy&org=EMPOWER%20CLINIC%20SERVICE%20C%20LLC>; Order, *Commonwealth of Pennsylvania Bureau of Professionals and Occupational Affairs v. Empower Pharmacy Registration No. NP000041*, No. 20-54-000737 (Mar. 19, 2024), <https://www.pa.gov/content/dam/copapwp-pagov/en/dos/alerts-and-notices/bpoa-disciplinary-actions/2024/2024-March.pdf>.

**F. Decedent Shawna Stash**

76. Decedent Shawna Stash died on April 10, 2024.

77. Prior to her death, Shawna purchased Semaglutide from Empower. Her initial prescription on February 4, 2023 was for *Semaglutide/Cyanocobalamin (2.5ML) 1/0.5 MG/ML injectable*” provided by Empower Pharmacy. What appears to be her last Empower refill on January 19, 2024 was also for “*Semaglutide/Cyanocobalamin (2.5ML) 5/0.5 MG/ML injectable (Empower)*” and included the instruction to: “*Inject 0.3ML (30 units) subcutaneously once a week for 4 weeks. Then increase by 0.05ML (5 units) every 4 weeks thereafter.*”



78. It appears that Shawna followed these instructions and upon her arrival to the hospital reported that she “just increased her dose (of Semaglutide) a few weeks ago.” In fact, this report was the only medically significant history reported by Shawna and repeated by her doctors at the time of her death. Unfortunately, the decision to use Empower’s product and follow its instruction led to her untimely death after 29 days in the ICU.

79. Prior to her purchase and use of Empower’s product, Shawna was an otherwise healthy woman—expected to live far beyond the 50 years she had been on this earth. Shawna left behind her daughter, Lauren and son, Brayden.

80. Like others who purchased compounded medications from Empower, Shawna had good reason to believe that the medications would be sterile and of pharmaceutical-grade quality: Defendant Empower extensively advertises (a) that it manufactures pharmaceutical-grade medications in sterile conditions, and (b) that it complies with all regulatory standards, including the United States Pharmacopeia (“USP”).

## **G. Customer Complaints**

### **a) *Customer Adverse Reactions to Empower Medications***

81. When customers complain of adverse reactions to Empower’s medications, Empower fails to acknowledge, address, or remedy their reported adverse reactions.

82. As recent as July 5, 2025, one customer wrote that Empower’s product was “awful” and that she experienced “multiple GI problems that one cannot live with while taking the product” and further noted the product had “[i]nconsistent dosing.”<sup>49</sup>

83. Another customer explained that she had “a reaction to the medication” and tried multiple times to call and speak with an Empower pharmacist but was never able to get through to any Empower representative.<sup>50</sup>

### **b) *Empower’s Use of Fake Ingredients***

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<sup>49</sup> Trustpilot, Online Reviews of Empower Pharmacy, July 5, 2025, available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025).

<sup>50</sup> GLP Winner, Online Reviews of Empower Pharmacy, Becky Patterson June 19, 2025 Review, available at <https://www.glpwinner.com/pharmacies/2?region=OR&drug=TIRZEPATIDE> (last visited Aug. 5, 2025)(citing *Google Reviews*).

84. Worse, there are countless customer complaints regarding Empower’s use of fake ingredients in its medications.

85. For instance, on May 29, 2025, a customer stated that Empower is “dispensing false product. I’ve used 3 other pharmacies before Empower and everything was great. As soon as my provider switched to Empower, all physical benefits of Semaglutide stopped. . . . Someone needs to investigate whether their ‘medicine’ contains medicine.”<sup>51</sup>

86. Another customer confirmed paying “a lot for tirzepitide compound, and I’m sure it’s water. I feel hungrier than when I was on nothing and more ravenous that when I was on a Semaglutide compound with another pharmacy.”<sup>52</sup>

87. Another customer stated the “Weight loss injection was nothing but saline.”<sup>53</sup>

88. Another customer wrote, “Poor quality . . . and the tirzeptitide did not work for weight loss. Went back to other pharmacy. Started losing weight again.”<sup>54</sup>

89. Even dating back to 2020, a customer complained that “Empower pharmacy sent me fake testosterone then did nothing about it afterward.”<sup>55</sup>

### ***c) Empower’s Contaminated and Ineffective Medication***

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<sup>51</sup> Trustpilot, Online Review of Empower Pharmacy, May 29, 2025 (available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025)).

<sup>52</sup> Trustpilot, Online Review of Empower Pharmacy, Apr. 12, 2025 (available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025)).

<sup>53</sup> Trustpilot, Online Review of Empower Pharmacy, Jan. 27, 2025 (available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025)).

<sup>54</sup> GLP Winner, Online Reviews of Empower Pharmacy, David Musser Jan. 24, 2025 Review, available at <https://www.glpwinner.com/pharmacies/2?region=OR&drug=TIRZEPATIDE> (last visited Aug. 5, 2025)(citing *Google Reviews*).

<sup>55</sup> Google, Online Reviews of Empower Pharmacy, Clayton Silva Google Review 2020, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=ttu&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=ttu&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFAw%3D%3D) (last visited Aug. 5, 2025).

90. Numerous patients also reported complaints with the contamination and efficacy of Empower’s products.

91. By way of example, one customer wrote, “My RX was compromised and contaminated at the pharmaceutical or the company that supplies it. The outside . . . was sticky and the RX had no effect on me.”<sup>56</sup>

92. Another customer complained that the “container holding the vials wasn’t closed.”<sup>57</sup>

93. Another stated Empower “crushed the vial and/or froze it, resulting [in] it imploding.”<sup>58</sup>

94. And another complained that the “[m]edication box was crushed and vial seal was open.”<sup>59</sup>

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<sup>56</sup> Google, Online Reviews of Empower Pharmacy, Donald Zerwas Google Review 2024, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D) (last visited Aug. 5, 2025).

<sup>57</sup> Google, Online Reviews of Empower Pharmacy, James Verrillo Google Review 2025, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D) (last visited Aug. 5, 2025).

<sup>58</sup> Google, Online Reviews of Empower Pharmacy, Colleen Kenost Google Review 2025, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D) (last visited Aug. 5, 2025).

<sup>59</sup> Google, Online Reviews of Empower Pharmacy, Lynn Valentine Google Review 2025, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tту&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFQAw%3D%3D) (last visited Aug. 5, 2025).

95. A different patient stated Empower’s product provided no benefit: “I was extremely disappointed with this pharmacy. I have [gone] through another compounding pharmacy for NAD+ prior and felt many positive benefits. Once my Dr. put my prescription through Empower, I saw zero benefits.”<sup>60</sup>

96. Some patients even stated that Empower products have no therapeutic benefit at all and opined that Empower Products are simply saline solutions, with no active pharmaceutical ingredients (API) at all. For example, one customer provided the following review:

I am very disappointed. I was hoping [IVIM Health] wouldn’t use this pharmacy for my prescription of tirzepatide again because I was sent my last doses from them and I had no effects of the medication. The fact is I was hungrier and started gaining weight again. Unfortunately [IVIM Health] did use [Empower] again and it has been sent so I hope it is not saline like I suspect the last batch was.<sup>61</sup>

***d) Empower’s Customer Deceit***

97. Customers even expressly complain that Empower’s advertisements deceived them into purchasing Empower’s products.

98. For instance, one consumer stated she would not have purchased the product from Empower had she known the truth about Empower’s operations before placing her order:

Still waiting for a refund. . . . This pharmacy is under federal investigation with very concerning findings that have the very real potential to cause harm. As of this week, they still have not resolved the issues. Empower . . . neglected to disclose that very legitimate information to potential patients/customers. . . . To tell us that though would cause us to choose a different pharmacy. This issue of transparency is crucial when dealing with the health of your client base. The information that I found, if disclosed, surely would have led patients to make more informed choices.

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<sup>60</sup> Trustpilot, Online Reviews of Empower Pharmacy, June 27, 2025 Review, available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025).

<sup>61</sup> Trustpilot, Online Review of Empower Pharmacy, June 10, 2025 (last visited Aug. 5, 2025).

Most, if not all, would not have chosen to use Empower. Refund my money. Now.  
Google: Empower FDA Warnings You're welcome, everyone! Stay safe out there.<sup>62</sup>

99. Despite the volume of these complaints, Empower still represents to customers that it follows all state and federal regulations and uses pharmaceutical-grade ingredients.

100. For instance, on June 19, 2025, one consumer wrote that she had “a reaction to the medication” and tried multiple times to call and speak with a pharmacist but never was able to get through to one.<sup>63</sup>

101. On July 5, 2025, a consumer wrote that Empower’s product was “awful” and that she experienced “multiple GI problems that one cannot live with while taking the product” and noted the product had “[i]nconsistent dosing.”<sup>64</sup>

102. Another complained:

[I'm s]till waiting for a refund. . . . This pharmacy is under federal investigation with very concerning findings that have the very real potential to cause harm. As of this week, they still have not resolved the issues. Empower . . . neglected to disclose that very legitimate information to potential patients/customers. . . . To tell us that though would cause us to choose a different pharmacy. This issue of transparency is crucial when dealing with the health of your client base. The information that I found, if disclosed, surely would have led patients to make more informed choices. Most, if not all, would not have chosen to use Empower. Refund my money.  
. . .<sup>65</sup>

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<sup>62</sup> GLP Winner, Online Reviews of Empower Pharmacy, Mallory Ward June 18, 2025 Review, available at <https://www.glpwinner.com/pharmacies/2?region=OR&drug=TIRZEPATIDE> (last visited Aug. 5, 2025)(citing *Google Reviews*).

<sup>63</sup> GLP Winner, Online Reviews of Empower Pharmacy, Becky Patterson June 19, 2025 Review, available at <https://www.glpwinner.com/pharmacies/2?region=OR&drug=TIRZEPATIDE> (last visited Aug. 5, 2025)(citing *Google Reviews*).

<sup>64</sup> Trustpilot, Online Reviews of Empower Pharmacy, July 5, 2025, available at: <https://au.trustpilot.com/users/5928882c0000ff000a9cc60c> (last visited Aug. 4, 2025).

<sup>65</sup> GLP Winner, Online Reviews of Empower Pharmacy, Mallory Ward June 18, 2025 Review, available at <https://www.glpwinner.com/pharmacies/2?region=OR&drug=TIRZEPATIDE> (last visited Aug. 5, 2025)(citing *Google Reviews*).

103. Still, Empower continues to advertise the quality and safety of its products to increase profits at the expense of patient safety. And so, Plaintiffs and other similarly situated consumers—reported by Empower to be over 15,000 consumers each day—purchased Empower’s medications believing that they are purchasing quality, sterile medications that are safe for consumption. They were misled—and knowingly so.

#### **H. Admissions by Empower Representatives**

104. Many former employees of Empower have stated that Empower *knowingly* manufactures medications using adulterated ingredients in insanitary conditions.

105. Former employees of Empower have stated that Empower *knowingly* manufactures medications using adulterated ingredients.

106. Former employees of Empower have stated that Empower *knowingly* manufactures medications in insanitary conditions.

107. Former employees of Empower have stated that Empower’s medications are unfit for human use.

108. Former employees of Empower have stated that Empower’s medications are not as advertised.

109. For instance, Empower’s former Director of Supply Chain states that Empower “us[es] adulterated and contaminated products when compounding for consumer use (including injectable medications)”; fail[s] to properly sterilize equipment; lacks “written policies and processes for storing ingredients, disposing of adulterated products, packaging products, and cleaning equipment”; fail[s] to conduct sample checks to ensure quality of products; fail[s] to investigate complaints received regarding drugs that lacked quality”; and fail[s]] to report adverse events” that consumers experience when consuming Empower’s adulterated medications.

Empower’s former Director of Supply Chain publicly stated that Empower executives “instruct employees to order API from surreptitious Gmail and Yahoo accounts” rather than “from verifiable or reputable entities,” and this scheme is particularly true after FDA audits, as that is when “Empower’s CEO instruct[s] employees to order food or animal grade—not pharmaceutical-grade—API” because “the FDA is not likely to inspect Empower’s facility again any time soon” after.<sup>66</sup>

110. Empower’s former Director of Supply also reported that he observed Empower, specifically Empower’s CEO Shawn Noorian, issue directives to continue purchasing cosmetic and food grade API even after the FDA found Empower’s use of the cosmetic and food grade API violated the FDCA.

111. A Google review from “Jai’la J.” in 2024 also states Empower “told the employees to lie for the company” to regulators because Empower is “only concerned with getting a fast check rather than the safety of the patients.”<sup>67</sup>

112. As a result of its misrepresentations and on the back of these unsuspecting consumer purchases, Empower represents on the home page of its website that it has become the

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<sup>66</sup> Defendant/Counterclaim Sam Pray’s Original Answer, Verified Denials, Affirmative Defenses, and Counterclaims at ¶ 3 (Jan. 27, 2025), *Empower Clinic Services, LLC d/b/a Empower Pharmacy v. Samuel Pray, Revive Rx, LLC, PSW Group LLC, and Striker Pharmacy LLC*, D. Ct. Harris County, Tex. No. 2024-85045.

<sup>67</sup> Google, Online Reviews of Empower Pharmacy, Jai’la J. 2024 Google Review, available at [https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tu&g\\_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFAQAw%3D%3D](https://www.google.com/maps/place/Empower+Pharmacy/@29.9321824,-95.536074,17z/data=!4m8!3m7!1s0x8640d2205e8296bb:0x6205a6109d5634d3!8m2!3d29.9321824!4d-95.536074!9m1!1b1!16s%2Fg%2F119wvgr0b?entry=tu&g_ep=EgoyMDI1MDgwMy4wIKXMDSoASAFAQAw%3D%3D) (last visited Aug. 5, 2025).

“nation’s largest, most advanced 503A compounding pharmacy<sup>68</sup> and 503B outsourcing facility<sup>69</sup> . . . [that] provide[s] access to the best compound medication solutions for patients, practitioners, and pharmacies.”<sup>70</sup>

113. Empower states that it has grown 40% year over year, and on some occasions more than doubled its sales on a year-to-year basis through its strategy of selling adulterated and contaminated medications.<sup>71</sup>

### I. CLASS ACTION ALLEGATIONS

114. Plaintiffs seek to represent a class defined as all persons in the United States who purchased medications, including Semaglutide from Empower, or any practitioner, healthcare provider, or pharmacy that sourced their medications or any components thereof from Defendant Empower, during the period of April 10, 2022 until April 10, 2026 (the “Class”).

115. Plaintiffs also seek to represent a subclass of all Class members who were injured as a result of purchasing contaminated medications, including Semaglutide, from Empower, or any practitioner, healthcare provider, or pharmacy that sourced their medications or any components thereof from Defendant Empower during the period of April 10, 2022 until April 10, 2026 (“Injured Subclass”).

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<sup>68</sup>Empower sells medications directly to consumers under its status as a “503A” compounding pharmacy. See 21 U.S.C. § 353a. See also Empower Pharmacy, *What Is a Compounding Pharmacy? 503A vs. 503B*, <https://www.empowerpharmacy.com/compound-medication/news/what-is-a-compounding-pharmacy/> (last visited May 23, 2025).

<sup>69</sup> Under its status as a “503B” outsourcing facility, Empower also sells medications to healthcare providers, who in turn sell medications to consumers. See 21 U.S.C. § 353b.

<sup>70</sup> Empower Pharmacy, *Home Page*, <https://www.empowerpharmacy.com/> (last visited May 22, 2025).

<sup>71</sup> Exhibit A, Shelby Livingston, *Empower Pharmacy allegedly used low-quality ingredients, skirted rules*, ENDPOINT NEWS (published May 15, 2025) (Empower CEO discussing Empower’s growth).

116. Specifically excluded from the Class and Injured Subclass are persons who made such purchase for the purpose of resale, Empower, Empower's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers, or entities controlled by Empower, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Empower and/or Empower's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

117. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint.

118. **Numerosity.** Empower fills over 15,000 prescriptions per day<sup>72</sup> and ships to consumers nationwide.<sup>73</sup> Accordingly, the members of the Class are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiffs reasonably estimate that there are over 5,000,000 members in the Class. The true number of Class members is known by Defendant. More specifically, Defendant maintain databases that contain the following information: (i) the name of each Class member who was prescribed the contaminated medication; (ii) the physical address, email, and phone number of each Class member; and (iii) each Class member's payment information related to the contaminated medication. Thus, Class members may be identified and notified of the pendency of this action by U.S. Mail, electronic mail, phone calls, text message, and/or published notice, as is customarily done in consumer class actions.

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<sup>72</sup> Empower Pharmacy, *Our Story*, <https://www.empowerpharmacy.com/about/our-story/> (last visited April 16, 2025).

<sup>73</sup> Empower Pharmacy, *Shipping Coverage*, <https://www.empowerpharmacy.com/compounding-pharmacy-shipping-coverage/> (last visited April 16, 2025).

119. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

(a) Whether the medications manufactured, distributed, and sold by Empower were in fact contaminated by Empower (i) using cosmetic and food grade API, opposed to pharmaceutical-grade API, (ii) using API that Empower manufactured in contaminated conditions, (iii) using API labeled as “Not for Drug Use,” such as research and development ingredients, (iv) using API that lacks certificates of analysis from the original manufacturer, *or* (v) using Semaglutide salt instead of Semaglutide base form to manufacture GLP-1s containing Semaglutide thereby breaching the express and implied warranties by Empower, making the medication unfit for human consumption and therefore unfit for their intended purpose, and constituting a clear manufacturing defect for purposes of strict liability and negligence, as well as battery to the victims of the contaminated medication;

(b) Whether Empower knew or should have known that the medications were in fact contaminated, thereby constituting fraud and/or fraudulent concealment and gross negligence;

(c) Whether Empower is liable to Plaintiffs and the Class for unjust enrichment;

(d) Whether Empower is liable to Plaintiffs and the Class for violations of the Texas consumer-protection laws;

(e) Whether Empower is liable to Plaintiffs for breaches of express and implied warranty;

- (f) Whether Plaintiffs and the Class have sustained monetary loss and the proper measure of that loss;
- (g) Whether Plaintiffs are entitled to declaratory and injunctive relief;
- (h) Whether Plaintiffs and the Class are entitled to restitution and disgorgement from Empower;
- (i) Whether Plaintiffs of the Injured Class are entitled to other damages;
- (j) Whether the marketing, advertising, packaging, labeling, and other promotional materials for the contaminated medications are deceptive.

120. **Typicality.** Plaintiffs' claims are typical of the other members of the Class in that Empower mass marketed and sold contaminated medications to consumers throughout the United States.<sup>74</sup> This contamination and falsification of ingredients was present in all medications manufactured, distributed, and sold by Empower, in both their 503A and 503B facilities. Therefore, Empower breached their express and implied warranties to Plaintiffs and Class members by manufacturing, distributing, and selling the contaminated medications. Plaintiffs' claims are typical in that they were uniformly harmed in purchasing and consuming the contaminated medications. Plaintiffs' claims are further typical in that Empower deceived Plaintiffs in the very same manner as they deceived each member of the Class. Further, there are no defenses available to Empower that are unique to Plaintiffs.

121. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel that is highly experienced in complex consumer and product liability class action litigation, and Plaintiffs intend to vigorously prosecute

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<sup>74</sup> See generally, Empower Pharmacy website, <https://www.empowerpharmacy.com/> (last visited April 16, 2025).

this action on behalf of the Class. Furthermore, Plaintiffs have no interests that are antagonistic to those of the Class.

122. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense of individual litigation of their claims against Empower. It would, thus, be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

123. In the alternative, the Class may also be certified because:

(a) The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for the Empower;

(b) The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Empower has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

## **II. CAUSES OF ACTION**

### **COUNT I: BREACH OF EXPRESS WARRANTY (On Behalf of the Plaintiffs, the Class, and Injured Subclass)**

124. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

125. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Injured Subclass against Defendant.

126. Plaintiffs, and each member of the Class, formed a contract with Defendant at the time Plaintiffs and the other Class members purchased the contaminated medications. The terms of the contract include the promises and affirmations of fact made by Defendant on the packaging and through marketing and advertising, including that the product would be “sterile,” “quality,” “safe,” and of “pharmaceutical-grade.” This labeling, marketing, and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Injured Class and Defendant.

127. Defendant further expressly warranted that the medications would contain only what was stated on the label, and would not contain untested, unapproved defects and impurities such as medications manufactured in insanitary conditions with cosmetic and food grade API, API labeled at the manufacturing level as “Not for Drug Use,” and API that lacks a certificate of analysis from the original manufacturer.

128. Plaintiffs relied on the express warranty that their medication would be sterile and of pharmaceutical-grade and contain only what was stated on the label, and that it would not be

contaminated with impurities. These express warranties formed the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Injured Class and Defendant.

129. Defendant purport, through their advertising, labeling, marketing and packaging to create an express warranty that the medication would be “sterile,” of “ pharmaceutical-grade,” “high-quality” and “adhere[] to stringent regulatory standards across every step – from ingredient sourcing to fulfillment,”<sup>75</sup> “test[ed] and produce[d] . . . according to all applicable FDA and USP standards, often above and beyond them”<sup>76</sup> and that it would be “safe.”

130. Plaintiffs, the Class, and the Injured Class performed all conditions precedent to Defendant’ liability under this contract when they purchased the contaminated medication.

131. Defendant breached express warranties about the contaminated medication and their qualities because Defendant’ statements about the contaminated medications were false and the contaminated medications do not conform to Defendant’ affirmations and promises described above.

132. Plaintiffs and each of the Class and Injured Class members would not have purchased the contaminated medication had they known the true nature of the contaminated medication’s ingredients and what the contaminated medication contained (*e.g.*, cosmetic and food grade API; API that was labeled at the manufacturer level as “Not for Drug Use; medications produced in contaminated conditions; and API lacking the original certificate of analysis from the manufacturer).

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<sup>75</sup> Empower Pharmacy, *Home Page – Quality*, <https://www.empowerpharmacy.com/> (last visited May 23, 2025).

<sup>76</sup> Empower Pharmacy, *FAQs*, <https://www.empowerpharmacy.com/who-we-serve/faqs/?faq=patients> (last visited April 16, 2025).

133. As a result of Defendant' breaches of express warranty, Plaintiffs and each of the members of the Class and Injured Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases.

134. On April 28, 2025, prior to filing this action, Defendant were served with a pre-suit notice letter that complied in all respects with U.C.C. § 2-313, 2-607. Plaintiffs' counsel sent Defendant a letter advising them that they breached an express warranty and demanded that they cease and desist from such breaches and make full restitution by refunding the monies received therefrom.

**COUNT II: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  
(On Behalf of the Plaintiffs, the Class, and Injured Subclass)**

135. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

136. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class, Injured Subclass against Defendant.

137. Defendant, as the designers, manufacturers, marketers, distributors, and/or sellers, impliedly warranted that the medications did NOT (i) use cosmetic and food grade API, opposed to pharmaceutical-grade API, (ii) contain contaminated API that Defendant manufactured in contaminated conditions, (iii) use API labeled as "Not for Drug Use," such as research and development ingredients, (iv) use API that lacked certificates of analysis from the original manufacturer, and (v) use Semaglutide salt instead of Semaglutide base form to manufacture GLP-1s containing Semaglutide.

138. Defendant breached the warranty implied in the contract for the sale of the contaminated medications because they could not pass without objection in trade under the contract description, the goods were not of fair average quality within the description and the

goods were unfit for their intended and ordinary purpose because the medications manufactured, distributed, and sold by Defendant were contaminated with cosmetic and food grade or “Not for Drug Use” API, produced in contaminated conditions, and used API that lacked certificates of analysis from the original manufacturer, and as such are not generally recognized as safe for human consumption. As a result, Plaintiffs and Class members did not receive the goods as impliedly warranted by Defendant to be merchantable.

139. Plaintiffs and Class members purchased the contaminated medications in reliance upon Defendant’ skill and judgment and the implied warranties of fitness for the purpose.

140. The contaminated medications were not altered by Plaintiffs of Class members.

141. The contaminated medications were defective when they left the exclusive control of Defendant.

142. Defendant knew that the contaminated medications would be purchased and used without additional testing by Plaintiffs and Class members.

143. The contaminated medications were defectively manufactured and unfit for its intended purpose, and Plaintiffs and Class members did not receive the goods as warranted.

144. As a direct and proximate cause of Defendant’ breach of the implied warranty, Plaintiffs and Class members have been injured because: (a) they would not have purchased the contaminated medications on the same terms if they knew that the products were contaminated with illegal cosmetic and food grade or “Not for Drug Use” API, produced in contaminated conditions, and used API that lacked certificates of analysis from the original manufacture, and (b) the medications do not have the characteristics, ingredients, uses, or benefits as promised by Defendant.

**COUNT III: VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES –  
CONSUMER PROTECTION ACT  
(On Behalf of the Plaintiffs, the Class, and Injured Subclass)**

145. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

146. Plaintiffs bring this claim on behalf of themselves, the Class and the Injured Subclass against Defendant Empower.

147. The Texas Deceptive Trade Practices-Consumer Protection Act forbids “[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce.” Tex. Bus. & Com. Code § 17.46(a). The statute is to “be liberally construed and applied to promote its underlying purposes, which are to protect consumers against false, misleading, and deceptive business practices, unconscionable actions, and breaches of warranty and to provide efficient and economical procedures to secure such protection.” Tex. Bus. & Com. Code § 17.44.

148. Plaintiffs and the Class members are “consumers,” as defined by Tex. Bus. & Com. Code § 17.45(4).

149. Defendant Empower advertised, offered, and sold contaminated medications in Texas and engaged in trade or commerce directly or indirectly affecting the people of Texas, as defined by Tex. Bus. & Com. Code § 17.45(6).

150. Defendant Empower engaged in false, misleading, or deceptive acts and practices in violation of Tex. Bus. & Com. Code § 17.46(b), including by:

(a) Representing that the contaminated medications manufactured, distributed, and sold by Defendant Empower have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have (*e.g.*, Defendant Empower falsely represented that their medications were of pharmaceutical-grade quality and were “sterile,” yet Empower used food-

and cosmetic-grade ingredients, ingredients that were “Not for Drug Use,” ingredients that lacked certificates of analysis from the original manufacturer, and manufactured medications in contaminated conditions);

(b) Advertising the contaminated medications with the intent not to sell them as advertised; and

(c) By selling Plaintiffs and the Class adulterated and contaminated medications containing cosmetic and food grade or “Not for Drug Use” API without disclosing the true nature of the medications, Defendant Empower unlawfully failed to disclose information concerning goods or services which were known at the time of the transaction, and Defendant Empower intended for its failure to disclose such information to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

151. Defendant Empower’s false, misleading, and deceptive acts and practices include:

(a) Failing to conduct sufficient quality-control procedures to ensure that the contaminated medications they manufactured, distributed, and sold were of merchantable quality and safe for their intended use, and, at minimum, were sterile or not contaminated with API such as cosmetic, food, animal or “Not for Drug Use” API.

(b) Failing to disclose and overtly concealing defects in the contaminated medications manufactured, distributed, and sold by Defendant Empower, as there is evidence that this contamination has repeatedly existed for approximately 10 years and Empower has yet to disclose these contaminations to consumers or change its advertising.

152. Defendant Empower’s false, misleading, and deceptive statements and representations of fact, including but not limited to, that the medication was safe and was not tainted with impurities such as cosmetic and food or “Not for Drug Use” API, as well as the

representations Defendant Empower made as set forth herein (collectively, the “Misrepresentations”), were and are directed to consumers.

153. Defendant Empower intended to mislead Plaintiffs and the members of the Class to induce them to rely on its misrepresentations and omissions.

154. Plaintiffs and members of the Class relied on Defendant Empower’s representations to their detriment.

155. As set forth at length above, Defendant Empower breached express and implied warranties to Plaintiffs and the Class by warranting that the contaminated medications manufactured, distributed, and sold by Defendant were of merchantable quality, fit for human use, and not contaminated with toxic impurities such as cosmetic and food or “Not for Drug Use” API, when in fact the medications were contaminated and unfit for human use.

156. Defendant’ false, misleading, and deceptive statements and representations of fact, including but not limited to the Misrepresentations, were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

157. Defendant Empower engaged in unconscionable actions or courses of conduct, in violation of Tex. Bus. & Com. Code § 17.50(a)(3).

158. Defendant Empower engaged in acts and practices which, to consumers’ detriment, took advantage of consumers’ lack of knowledge, ability, experience, or capacity to a grossly unfair degree.

159. Consumers, including Plaintiffs and the Class members, lacked knowledge about the impurities and contaminants in the contaminated medications sold to them by Defendant Empower.

160. Defendant Empower took advantage of consumers' lack of knowledge, ability, experience, or capacity to a grossly unfair degree, with reckless disregard of the unfairness that would result.

161. As such, Defendant Empower acted intentionally, knowingly, and maliciously to violate Texas's Deceptive Trade Practices-Consumer Protection Act, and recklessly disregarded Plaintiffs and the Texas Subclass members' rights.

162. Defendant Empower's false, misleading, and deceptive statements and representations of fact, including but not limited to the Misrepresentations, have resulted in consumer injury or harm to the public interest.

163. Plaintiffs and members of the Class have been injured because: (a) they would not have purchased the contaminated medications on the same terms if they knew that the medications were contaminated with cosmetic and food grade or "Not for Drug Use" API, produced in contaminated conditions, and used API that lacked certificates of analysis from the original manufacture, and (b) the medications do not have the characteristics, ingredients, uses, or benefits as promised by Defendant.

164. As a result, Plaintiffs and members of the Class have been damaged in the full amount of the purchase price of the medications.

165. Plaintiffs and members of the Injured Class have suffered physical injury, including but not limited to death, as a result of Defendant's conduct.

166. As a result of Defendant Empower's false, misleading, and deceptive statements and representations of fact, including but not limited to the Misrepresentations, Plaintiffs and members of the Class have suffered and will continue to suffer economic injury.

167. On behalf of themselves and other members of the Class and Injured Class, Plaintiffs seek to enjoin the unlawful acts and practices described herein, to recover all actual damages, economic damages, damages for mental anguish, treble damages for both the economic damages and mental anguish awards, court costs, attorneys' fees, and any other relief the Court deems just and proper.

168. Plaintiffs have complied with the notice requirements set forth in Tex. Bus. & Com. Code § 17.501, and will forward a copy of this Complaint in accordance with the time frames set forth in Tex. Bus. & Com. Code § 17.501. Pre-suit notice was properly provided.

**COUNT IV: FRAUD**  
**(On Behalf of the Plaintiffs, the Class, and Injured Subclass)**

169. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

170. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Injured Subclass against Defendant Empower.

171. As discussed above, Defendant Empower provided Plaintiffs and Class members with false or misleading material information about Empower medications manufactured, distributed, and sold by Defendant, including but not limited to Empower's statements, including:

- (a) The Misrepresentations;
- (b) That Empower's state-of-the-art facilities use advanced technology and equipment to produce high-quality, custom medications at scale," and Empower "adheres to stringent regulatory standards across every step – from ingredient sourcing to fulfillment – so the medications we send out are of the highest caliber every time"<sup>77</sup>;

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<sup>77</sup> Empower Pharmacy, Home Page – Why Empower?, <https://www.empowerpharmacy.com/> (last visited April 22, 2025).

- (c) Empower “adheres to stringent regulations set by State Boards of Pharmacy, the FDA, and USP standards, and even voluntary quality testing”<sup>78</sup>;
- (d) That Empower is “cGMP compliant”<sup>79</sup>; and
- (e) That Empower’s medications are tested and proven;<sup>80</sup>

172. The misrepresentations and omissions of material fact made by Defendant, upon which Plaintiffs and Class members reasonably and justifiably relied, were intended to induce and actually induced Plaintiffs and Class members to purchase these contaminated medications.

173. Defendant knew that the medications contained these untested, unapproved, and impure ingredients, but continued to manufacture them for at least the past five years.

174. Federal agencies dating back to 2015, and as recently as April 2025, continue to report Empower’s noncompliance with regulations set by the FDA and Empower’s lack of compliance with cGMP standards.

175. During that time, Plaintiffs and Class Members were purchasing the medications without knowing it contained the contaminated ingredients.

176. Defendant Empower knew that consumers relied on it to produce medications that were not contaminated. Indeed, Empower acknowledges that “ingredients matter to consumers”

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<sup>78</sup> Empower Pharmacy, *Compounding Personalized Healthcare: Shaun Noorian Interviews with Mark Bishop*, <https://www.empowerpharmacy.com/compound-medication/news/empower-pharmacy-compounding-personalized-healthcare/> (last visited April 22, 2025)

<sup>79</sup> Empower Pharmacy, *About*, <https://www.empowerpharmacy.com/about/> (last visited April 22, 2025).

<sup>80</sup> *E.g.*, Empower Pharmacy, Tirzepatide/Niacinamide Injection Product Page, <https://www.empowerpharmacy.com/compounding-pharmacy/tirzepatide-niacinamide-injection/> (last visited April 22, 2025); Empower Pharmacy, *Products*, <https://www.empowerpharmacy.com/compounding-pharmacy/tirzepatide-niacinamide-injection> (last visited April 22, 2025) (citing <https://pmc.ncbi.nlm.nih.gov/articles/PMC7843845/>; <https://www.ncbi.nlm.nih.gov/pmg/articles/PMC8826179/>; <https://www.ncbi.nlm.nih.gov/books/NBK585056/>; <https://pubmed.ncbi.nlm.nih.gov/33325008/>).

and “consider it an important factor,” even when purchasing skincare medications, and especially for intravenous medications.<sup>81</sup>

177. Despite this knowledge, Empower never disclosed the ingredients, lack of API that was pharmaceutical grade, or lack of sterility in any of its products.

178. Empower’s concealment of the true nature of its products was intentional and designed to deceive consumers.

179. The fraudulent actions of Defendant Empower caused damage to Plaintiffs and Class Members, who are entitled to damages and other legal and equitable relief as a result.

180. Empower acted with conscious indifference to the rights and contracts of Plaintiffs and the Class. There was and remains an objective risk of tremendous damage to each Plaintiff and member of the Class. Empower executives understand these risks, but made a deliberate decision to pursue their actions with knowledge of the harm.

181. As a result of Defendant’ willful and malicious conduct, punitive and exemplary damages are warranted.

**COUNT V: Negligence & Gross Negligence  
(On Behalf of the Plaintiffs and the Injured Subclass)**

182. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

183. Defendant owed a duty to Plaintiffs, Class, and the Injured Subclass to provide non-defective products and instructions for use related to the same.

184. Defendant breached that duty by providing counterfeit and contaminated products, and instructions which were likely to and indeed did result in injury to Plaintiffs and the Classes.

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<sup>81</sup> Empower Pharmacy, *Uncover GHK-Cu Copper Peptides Potential Benefits for Skin and Hair*, <https://www.empowerpharmacy.com/compound-medication/dermatology/ghk-cu-copper-peptide/> (last visited May 23, 2025).

185. Defendant's breached proximately caused Plaintiffs and the Classes injury.

186. Defendant's conduct was grossly negligent in that Defendant was aware of the risks associated with its conduct, the danger posed to customers, and had repeatedly advised to alter its conduct and practices and failed to do so, knowingly and with reckless disregarding to Plaintiffs and the Class.

187. Because Defendant's conduct was grossly negligent and reckless and will malice, as well as the product of knowing fraud, explemary damages are appropriate pursuant to Tex. Cive. Prac. Rem. Code § 41.003(a).

188. Plaintiffs and the Classes are entitled to all damages, exemplary damages, fees and costs incurred as a result of Defendant's conduct.

**COUNT VI: Strict Liability**  
**Tex. Civ. Prac. & Rem. Code § 82.001 et seq**  
**(On Behalf of the Plaintiffs and the Injured Subclass)**

189. Plaintiffs incorporate all previous paragraphs herein.

190. Defendants compounded, distributed, and dispensed defective products, including injective Semaglutide and other medications, as identified herein.

191. Defendant is a manufacture, distributor, and sell who placed the product into the stream of commerce.

192. There was no substantial change or alteration by Plaintiffs or Class Members from the condition in which the products were sold.

193. The defect in the products proximately caused personal injury and damages to Plaintiffs and the Injured Subclass.

194. Plaintiffs are entitled to recover of all damage, costs and attorneys fees.

**COUNT VII: Wrongful Death  
(On Behalf of the Plaintiffs Only)**

195. Plaintiffs bring this wrongful death action pursuant to Tex. Civ. Prac. & Rem. Code § 71.002. During her life, Shawna Stash brought incalculable joy to Plaintiffs' lives as well as to countless others. She was the daughter of Plaintiff Don Rhodes and mother of Plaintiff Lauren Stash. Plaintiffs have suffered the one loss that is every family member's greatest fear—to have to bury a child or parent.

196. Plaintiffs have suffered, and will continue to suffer, a loss of consortium and damage to the child/parent relationship, including loss of love, affection, solace, comfort, companionship, society, assistance, and emotional support from their mother and daughter as a proximate cause of defendant's actions.

197. As a proximate cause of Defendant's actions, plaintiffs have suffered severe mental depression and anguish, grief, and sorrow as a result of Shawna's death, and in all reasonable probability will continue to suffer indefinitely into the future.

198. Plaintiffs also suffered pecuniary loss and loss of inheritance due to the death of Shawna that Defendant proximately caused.

**COUNT VIII: Survival Action  
(On Behalf of the Plaintiffs and the Injured Subclass)**

199. Plaintiffs bring this survival action in their capacity as the legal heirs of decedent pursuant to Tex. Civ. Prac. & Rem. Code § 71.021. Defendant's acts were proximate cause of tremendous pain, suffering, terror, mental anguish to Shawna Stash preceding her eventual death.

The estate of Shawna Stash is entitled to recover damages for:

1. Shawna's conscious physical pain and suffering prior to her death;
2. Her conscious mental anguish suffered prior to her death;
3. Funeral and burial expenses for Shawna Stash.

### **CONDITIONS PRECEDENT**

All conditions precedent have been performed or have occurred, notice has been given to Defendant, or abatement will be provided to extent any further notice is required.

### **EXEMPLARY DAMAGES**

Plaintiffs, the Class's and Injured Class's injuries and damages resulted from Defendant's gross negligence, malice or intent, which entitles Plaintiffs to exemplary damages under Tex. Civ. Prac. & Rem. Code § 41.003(a).

### **MISCELLANEOUS**

The right to plead any and all claims, causes of action and/or theories in the alternative is invoked and all claims, causes of action, and/or theories of recovery are hereby plead, in the alternative, to the extent necessary. Pursuant to Rule 194, You are requested to disclose, within the time provided by the Rules, the information or material described in Rule 194.2 (a)-(l). Demand is hereby made that the Official Court Reporter for this Court perform all the duties of the office, as set forth in Section 52.046 of the Government Code of the State of Texas, and as set forth in Rule 13 of the Rules of Appellate Procedure, including reporting all testimony and trial proceedings, voir dire examinations and jury arguments. The right to bring additional causes of action against and to amend this Action as necessary is hereby specifically reserved. Notice is hereby given that Plaintiffs intend to use all documents produced in this Action in any pre-trial proceeding or trial. All conditions precedent to all relief in this Action have been met, performed, occurred and/or waived.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests that the Court enter judgment against Defendant as follows:

- A. For an order certifying the Class and the Injured Subclass;
- B. For an order declaring the Defendant' conduct violates the statutes referenced herein;
- C. For an order finding in favor of Plaintiffs, the Class, and the Injured Subclass on all counts asserted herein;
- D. For actual, compensatory, statutory and penalties, consequential, and punitive damages in amounts to be determined by the Court and/or jury;
- E. For prejudgment and postjudgment interest on all amounts awarded;
- F. For an order of restitution, disgorgement, and all other forms of equitable monetary relief;
- G. For injunctive and declaratory relief as pleaded or as the Court may deem proper;
- H. For an order awarding Plaintiffs and the Class and Injured Subclass their reasonable attorneys' fees and expenses and costs of suit; and
- I. Appointing Plaintiffs as Class and Injured Subclass Representatives and Plaintiff's attorneys as Class Counsel; and
- J. Awarding such other and further relief as is just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: April 10, 2026.

**KABAT CHAPMAN & OZMER LLP**

*/s/ Aaron A. Wagner*

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