

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into effective January 25, 2010, by and between Mark Jackson, M.D. ("Dr. Jackson"), a doctor of medicine licensed to practice in the Commonwealth of Pennsylvania, on the one hand, and the United States of America and the Drug Enforcement Administration ("DEA") (collectively, the "United States"), on the other hand, to settle civil claims asserted by the United States under 21 U.S.C. sections 841, 842 and 843 (collectively, the "Statutes").

PREAMBLE

1. This settlement resolves civil claims under the Statutes.

2. The United States asserts that in April and May 2004, Dr. Jackson improperly wrote controlled substance prescriptions by prescribing controlled substances over the internet to patients he had never physically met and to whom, in all but a few cases, he had never met. The United States further asserts that, in total, Dr. Jackson improperly wrote over 3300 such prescriptions that were filled by Universal Pharmacy Solutions, and many others filled at other pharmacies. Such prescriptions included, but were not limited to, controlled substances approved for obesity, such as phentermine and diethylpropion, and controlled substances for aid in sleeping, such as Sonata and Ambrien. (Collectively, the "Covered Conduct.")

3. This Settlement Agreement shall not constitute an admission of liability or fault on the part of any party and is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation

4. The United States and Dr. Jackson desire to reach a compromise and settlement of the claims by the United States under the Statutes, as described in Paragraph 2 above. Accordingly, in consideration of the mutual promises, covenants, and obligations set forth in this Settlement Agreement, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged under the terms of this Settlement Agreement, the parties agree as follows:

TERMS OF AGREEMENT

A. Monetary Consideration.

1. Payments: Dr. Jackson will pay a total of \$40,000, plus interest, to resolve all claims of damages and penalties arising from the conduct described above.

2. Form of Payment: The payment will be made by electronic funds transfer pursuant to instructions provided to Dr. Jackson's counsel by the U.S. Attorney's Office, 615 Chestnut Street, suite 1250, Philadelphia, PA 19106.

3. Timing of Payment: Dr. Jackson shall make a payment of \$10,000 within twenty (20) days of the execution of this agreement and shall make payments of \$10,000, plus interest, on October 15, 2010; \$10,000, plus interest, on October 15, 2011; and \$10,000, plus interest, on October 15, 2012.

4. Interest: Interest will be calculated from the date of this agreement and will be paid at an interest rate of .4%, the post-judgment interest rate current as of the date of this agreement.

B. Tax Records

On or before May 1 of each year during which this agreement is effective, Dr. Jackson shall submit copies of his personal federal and state tax returns and the federal and state tax returns of any business(es) in which he owns or maintains a controlling interest to the Philadelphia Field Division of the DEA in order to allow the DEA to confirm that he remains unable to pay the monetary consideration in a single installment.

C. Release

1. Government's Release: Subject to the terms of this Settlement Agreement, and conditioned upon Dr. Jackson completing in full the payment as described in Paragraph A above, the United States (on behalf of itself, its officers, agents, agencies and departments) agrees to release Dr. Jackson from any and all civil or administrative monetary claims and all civil or administrative causes of action the United States has asserted, could have asserted, or may assert in the future under the Statutes and common law theories of fraud for Covered Conduct described in Paragraph 2 of the Preamble above.

2. Tax Liability: The United States does not release Dr. Jackson from any claims arising under Title 26 of the U.S. Code (Internal Revenue Code).

3. Debarment: The United States does not release Dr. Jackson or any entity in which Dr. Jackson has a controlling interest from administrative liability under statute, contract or regulation, including exclusion, suspension or debarment, except as provided in Paragraphs I and J below.

4. Product and Service Liability: The United States does not release Dr. Jackson from any liability for the delivery of any deficient or defective products or services, including that for professional services, or from liability under any express or implied product or service liability warranties, or for the failure to deliver items or services due.

5. Bloch's Release: Dr. Jackson fully and finally releases the United States, its agencies, employees, servants, and agents (including but not limited to the United States Drug Enforcement Administration) from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Dr. Jackson has asserted, could have asserted, or may assert in future against the United States, its agencies, employees, servants, and agents, related to the events and occurrences described in Preamble paragraphs, above, and the United States' investigation and prosecution thereof.

D. Bankruptcy.

Dr. Jackson expressly agrees that for purposes of any subsequent proceedings in bankruptcy, the payments made pursuant to this agreement are penalties and fines pursuant to the Statutes and that such penalties and fines are not compensation for an actual pecuniary loss. Dr. Jackson therefore agrees that his liability under this Settlement Agreement is non-dischargeable under in a bankruptcy pursuant to 11 U.S.C. § 523(a)(7). The parties agree that the United States' claim in any bankruptcy proceeding will be for the full amount of the United States' claim. In the event of any filing for protection under bankruptcy, liquidation, receivership or other insolvency law, Dr. Jackson agrees not to contest or oppose any motion filed by the United States seeking relief from the automatic stay imposed by 11 U.S.C. section 362(a), or to seek relief under 11 U.S.C. section 105 to enjoin or restrain the United States from recovering monies owed arising out of this Settlement Agreement or through offset. Dr. Jackson recognizes that this express waiver is in consideration for the final settlement of the claims addressed herein. The parties further agree that, in the event of default or bankruptcy, the United States is entitled to declare this Settlement Agreement void and to pursue the full amount of its claim.

E. Costs.

The parties agree that all costs (as defined in the Federal Acquisition Regulations ("FAR") 31.205-47, and as defined in Chapter 5 of the United States Postal Service Purchasing Manual) incurred by or on behalf of Dr. Jackson in connection with (1) the matters covered by this Settlement Agreement, (2) the government's investigation of the matters covered by this Settlement Agreement, (3) Dr. Jackson's investigation, defense, and corrective actions, (4) the negotiation of this Settlement Agreement, and (5) the payments made to the United States pursuant to this Settlement Agreement shall be unallowable costs for government contracting purposes. If any cost report is filed, these amounts shall be separately accounted for by cost reports, cost statements or information reports. Nothing in this Settlement Agreement shall constitute a waiver of the rights of the United States or any fiscal intermediary or contractor to examine or reexamine the unallowable costs described in this paragraph.

F. Disclosure.

All parties understand and agree that the United States may disclose to the public the fact that this Settlement Agreement resolves disputed claims, and the contents of the Settlement Agreement.

G. No Duress.

Dr. Jackson represents that this Settlement Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever, and that he has had the benefit of an attorney's representation and advice before entering into this agreement.

H. No Admission.

This Settlement Agreement shall not constitute an admission of liability or fault on the part of any party and is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

I. Memorandum of Understanding

This Settlement Agreement is reached following Dr. Jackson's execution of a Memorandum of Understanding with the United States Drug Enforcement Administration. The Terms of Agreement of that Memorandum of Understanding are attached hereto as Exhibit A.

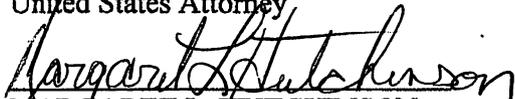
J. DEA Number

The United States agrees, based on the facts known to it as of December 10, 2008, not to seek revocation of or object to renewal of Dr. Jackson's Drug Enforcement Administration Registration Number based on the alleged conduct described in the Preamble above. Should Dr. Jackson breach this agreement or violate the Memorandum of Understanding, it is expressly understood between the parties that the United States may pursue revocation of Dr. Jackson's Drug Enforcement Administration Registration Number, and this agreement shall not be a defense to such action in such a case. The United States retains its full right to seek revocation of Dr. Jackson's Drug Enforcement Administration Registration Number for past or future conduct other than the Covered Conduct described in Paragraph 2 of the Preamble.

K. Binding on Successors.

This Settlement Agreement is binding on each of Dr. Jackson's successors, transferees, heirs and assigns.

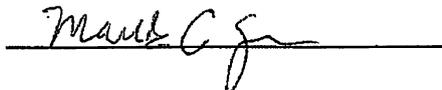
UNITED STATES OF AMERICA
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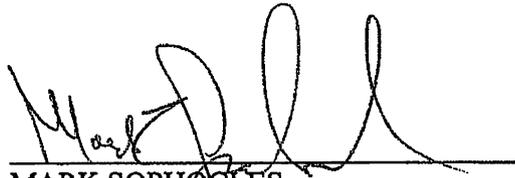
Date: 1/26/2010

MARK C. JACKSON, M.D.



Date: 1-25-2009

Reviewed and approved:


MARK SOPHOCLES
Attorney for Mark Jackson, M.D.

Date: 1-25-2009

Exhibit A

TERMS OF AGREEMENT

This Memorandum of Understanding (MOU) between Mark C. Jackson, M.D., and DEA establishes terms and conditions under which DEA will permit Dr. Jackson to handle controlled substances in Schedules 2, 2N, 3, 3N, 4 and 5.

Dr. Jackson and DEA agree to the following:

1. DEA shall allow Dr. Jackson to continue operating under his current registration. Dr. Jackson's handling of controlled substances under this registration continues to be restricted to the extent delineated under the terms of this agreement.
2. Dr. Jackson's handling of controlled substances continues to be restricted to valid prescribing only for drug schedules 2, 2N, 3, 3N, 4, and 5. Each valid prescription shall contain the required information as stated in Title 21, Code of Federal Regulations, Section 1306. This will not prevent Dr. Jackson from writing or hinder Dr. Jackson's ability to write medication orders or prescriptions for patients within a hospital setting in compliance with the hospital's procedures if so authorized by the hospital.
3. Dr. Jackson may issue prescriptions or medication orders for the administering of controlled substances to patients within a hospital setting, including for medication upon discharge. Dr. Jackson shall comply with all hospital regulations and record keeping practices.
4. Dr. Jackson shall prescribe controlled substances only to patients under his professional and medical care during the course of normal medical practice and for a legitimate medical reason. Dr. Jackson shall not prescribe any controlled substances to himself or his family members.
5. Dr. Jackson shall not purchase or otherwise acquire any controlled substances, including samples, under his DEA registration, and Dr. Jackson shall not administer or dispense controlled substances under his DEA registration, within a private practice setting. Dr. Jackson shall maintain complete and accurate records of all controlled substances prescribed to any patient to whom medication is prescribed in a private practice setting. This information shall be maintained in a perpetual DEA logbook indicating each controlled substance prescribed for each patient. This logbook shall contain the following information: date of prescription; full name and address of the patient; the drug name; strength; and dosage form; quantity prescribed; directions for use; and number of refills authorized. When operating within a private practice setting, Dr. Jackson shall note in patient's charts the following information: date of the prescription, drug name, strength, dosage form, quantity prescribed, and the number of refills authorized.
6. During the course of this agreement, Dr. Jackson shall submit to the DEA Philadelphia Field Division, on a quarterly basis, photocopies of his DEA logbook pages listing controlled substance prescriptions issued during that quarter other than in a hospital setting or

shall report that he prescribed no controlled substances during that quarter other than in a hospital setting. All documents required by this Memorandum of Understanding or by the Settlement Agreement to be submitted to the DEA, including those required by this paragraph, shall be sent via certified mail, return receipt requested or overnight carrier to:

Drug Enforcement Administration
Attn: Drug Diversion Investigator Scott Doubet
600 Arch St.
Room 10224
Philadelphia, PA 19106

7. All controlled substances prescriptions issued by Dr. Jackson other than those issued in a hospital setting shall be in written form. Dr. Jackson shall not authorize any oral, internet orders, or phone-in prescriptions other than in a hospital setting. Dr. Jackson may, if contacted by a pharmacist about a prescription he issued, verbally clarify any questions that the pharmacist may have about the prescription.

8. Dr. Jackson shall not take any controlled substance medications except those prescribed for him by his physician or another health care provider for a legitimate medical purpose and in the normal course of medical practice.

9. Dr. Jackson shall abide by all federal, state, and local laws and requirements relating to controlled substances. During the course of this agreement, Dr. Jackson shall allow DEA personnel access to his controlled substance records for the purpose of verifying his compliance with this agreement and with all federal, state, and local laws and regulations relating to controlled substances. Unannounced inspections by DEA of Dr. Jackson's prescriptions records and patient charts shall be conducted as described in Title 21, Code of Federal Regulations, Section 1316. Dr. Jackson agrees to permit such entry of DEA personnel without an Administrative Inspection Warrant and without prior notification to Dr. Jackson.

10. Dr. Jackson agrees to notify DEA's Philadelphia Field Division Office, in writing, within 20 days of the filing of any criminal charges against him by any law enforcement agency, other than routine traffic stops not including any Driving Under the Influence or Driving While Intoxicated charges, or the initiation of any action, restriction or limitation relating to him by the professional licensing authority of any state or jurisdiction, or any investigation, action, restriction or limitation relating to his privileges to practice a health care profession at any health care facility.

11. Dr. Jackson shall provide immediate written notification to the DEA Philadelphia Field Division of any changes in his employment or business address, any changes to his DEA registration address, or his submission of any application for any other DEA registration. Such notification shall be made prior to initiating any such change.

12. By executing this agreement, Dr. Jackson waives any request to seek judicial review, or to challenge or contest the validity of any term or condition of this agreement.

13. Dr. Jackson agrees that any violation of any provision of this agreement may result in the initiation of proceedings to revoke his DEA registration, should such a violation occur.

14. This agreement shall remain in effect until December 31, 2013, unless Dr. Jackson should fail to make payments required by the separate settlement agreement to which these Terms of Agreement are an exhibit, in which case this agreement shall remain in effect until the last payment required under the separate settlement agreement is made.

15. Upon the expiration of this agreement, the DEA Philadelphia Field Division shall review Dr. Jackson's compliance with this agreement, and if his compliance is found satisfactory, and barring any subsequent allegations or adverse information relevant to his DEA registration, shall remove all restrictions imposed by this agreement upon Dr. Jackson's legal handling and prescribing of controlled substances.

16. This MOU may be amended at any time upon written application by Dr. Jackson and with the mutual consent of both Dr. Jackson and DEA.