

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the United States Drug Enforcement Administration (DEA) (collectively, “the United States”), and Jorge Roig (Roig) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. At all relevant times, Roig was a medical doctor, duly licensed to practice medicine in the State of West Virginia.
- B. At all relevant times, Roig was an owner of and a practitioner at The Pain Center, a corporation organized and existing under the laws of the State of West Virginia, with its principal place of business located at 601 Colliers Way, Weirton, WV 26062.
- C. At all relevant times, Roig was registered to dispense controlled substances under DEA Registration Nos. BR6871962 and BR7812628, issued by the DEA authorizing him to dispense controlled substances in accordance with the Controlled Substances Act (“CSA”), 21 U.S.C. § 801, *et seq.*, and its implementing regulations, 21 C.F.R. Part 1300, *et seq.*
- D. Pursuant to 21 U.S.C. § 842(a)(1), it is unlawful for any person who is subject to the requirements of Part C of the CSA to distribute or dispense a controlled substance in violation of 21 U.S.C. § 829(a)-(b), which provides that Schedule II controlled substances may not be dispensed without the written prescription of a practitioner and that Schedule III and IV controlled substances may be dispensed only upon a written or oral prescription in conformity with 21 U.S.C. § 353(b). 21 U.S.C. § 353(b) requires written prescriptions by practitioners

licensed by law to administer the prescribed drugs or oral prescriptions that are reduced promptly to writing.

E. Under the CSA's implementing regulations, 21 C.F.R. § 1306.03 provides that a prescription for a controlled substance may be issued only by the individual practitioner who is authorized to prescribe the controlled substance. Under 21 C.F.R. § 1306.04(a), a prescription for a controlled substance to be effective must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. Under 21 C.F.R. § 1306.05(a), "[a]ll prescriptions for controlled substances must be dated as of, and signed on, the day when issued and shall bear the full name and address of the patient, the drug name, strength, dosage form, quantity prescribed, directions for use, and the name, address and registration number of the practitioner."

F. Pursuant to 21 U.S.C. § 842(a)(2), it is unlawful for any person who is subject to the requirements of Part C of the CSA to distribute or dispense a controlled substance not authorized by his registration to another registrant or other authorized person or to manufacture a controlled substance not authorized by his registration.

G. Under the CSA's implementing regulations, 21 C.F.R. § 1317.30(a) provides that only authorized collectors may collect controlled substances from ultimate users and other non-registrants for destruction. In addition, 21 C.F.R. § 1317.40(a) provides that a hospital/clinic with an on-site pharmacy or a retail pharmacy that desires to be a collector must modify its registration to be a collector in accordance with 21 C.F.R. § 1301.51. Under 21 C.F.R. § 1301.51(b), hospitals/clinics with an on-site pharmacy or a retail pharmacy may apply to modify its registration to become authorized as a collector by submitting a written request to the DEA's Registration Unit.

H. Under the CSA's implementing regulations, 21 C.F.R. § 1317.05(a)(5) and § 1317.10(a) require practitioners to keep records of the disposal of controlled substances and to file periodic reports with the Special Agent in Charge summarizing the disposals.

I. The United States contends that it has certain civil claims, pursuant to 21 U.S.C. § 842, against Roig for engaging in the following alleged conduct from on or about May 13, 2011, to on or about January 9, 2024:

1. Roig used pre-signed, invalid prescriptions that were issued outside the usual course of his professional practice to his patients in West Virginia while he was traveling and not in close proximity to his office in West Virginia; and
2. Roig collected controlled substances without modifying his registration to become authorized as a collector and without keeping records of the disposal of controlled substances.

That conduct is referred to below as the "Covered Conduct."

J. This Settlement Agreement is neither an admission of liability by Roig nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Roig shall pay to the United States **\$165,900.00** ("Settlement Amount"), representing civil penalties pursuant to 21 U.S.C. §§ 842(a)(1) and 829(b). Within seven days after the Effective Date of this Agreement, Roig shall make an initial payment to the United

States through pay.gov, pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of West Virginia. Thereafter, Roig shall make the remaining payments, including interest at 4.500% per annum, to the United States through pay.gov, in accordance with the payment schedule attached hereto as Exhibit A. The entire balance of the Settlement Amount, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty. Before making a final payment to satisfy the settlement amount in full, Roig shall contact the United States Attorney's Office for the Northern District of West Virginia to obtain a payoff balance, which shall include interest through the date of final payment.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Roig from any civil or administrative monetary claim the United States has for the Covered Conduct under 21 U.S.C. §§ 842(a)(1) and 829(b).

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

4. Roig waives and shall not assert any defenses he may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Roig fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Roig has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. Roig agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Roig, and his present or former officers, directors, employees, shareholders, and agents in connection with:

- 1. the matters covered by this Agreement;
- 2. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- 3. Roig's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

4. the negotiation and performance of this Agreement; and

5. the payment Roig makes to the United States pursuant to this Agreement, are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Roig, and Roig shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Roig shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Roig or any of his subsidiaries or affiliates from the United States. Roig agrees that the United States, at a minimum, shall be entitled to recoup from Roig any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or affected agencies, reserves its rights to audit, examine, or re-examine Roig's books and records and to disagree with any calculations submitted by Roig or any of his subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Roig, of the effect of any such Unallowable Costs on the amount of such payments.

7. Roig agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Roig shall encourage, and agrees not to impair, the cooperation of his directors, officers, and employees, and shall use his best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and

privileges of such individuals. Roig further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control concerning any investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

8. This Agreement is intended to be for the benefit of the Parties only.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of West Virginia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The undersigned counsel and individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. This Agreement is binding on Roig's successors, transferees, heirs, and assigns.

16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

THE UNITED STATES OF AMERICA

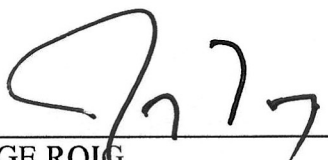
By: Christopher J. Prezioso
CHRISTOPHER J. PREZIOSO
First Assistant United States Attorney
U.S. Attorney's Office
Northern District of West Virginia

Date: 06/19/2026

By: CLAUDE REDD Digitally signed by CLAUDE REDD
Date: 2026.06.12 15:21:34 -04'00'
C. MARTIN REDD
Diversion Program Manager
Detroit and Louisville Field Divisions
Drug Enforcement Administration

Date: June 12, 2026

JORGE ROIG



JORGE ROIG

Date: 6/16/26

Stephen Stallings

STEPHEN STALLINGS
Attorney for Jorge Roig

6-16-26
Date: _____