

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the United States of America, acting through the United States Department of Justice and its Drug Enforcement Administration ("DEA") (collectively, the "United States") and Wilbur M. Salter, II, D.V.M. ("Dr. Salter"). The United States and Dr. Salter are together referred to herein as the "Parties."

RECITALS

A. Dr. Salter, a veterinarian, practices at Animed Pet Hospital ("Animed"), which is located at 592 Providence Highway, Dedham, MA 02026.

B. From at least January 1, 1990 until April 3, 2019, Dr. Salter was registered with the DEA. His DEA registration number was [REDACTED].

C. Each DEA registrant is required to conduct its operations in accordance with the Controlled Substances Act, 21 U.S.C. § 801, *et seq.* (the "Act"), and the regulations promulgated thereunder.

D. The DEA is the Department of Justice component agency primarily responsible for enforcing the Act and is vested with the responsibility of investigating violations of the Act.

E. The United States Attorney General, through the United States Attorney's Office, has primary authority to bring civil actions to enforce the Act. *See* 21 U.S.C. § 871 and 28 C.F.R. § 0.55(c).

F. Dr. Salter voluntarily surrendered his DEA registration number [REDACTED] as of April 3, 2019.

G. Dr. Salter admits, acknowledges, and accepts responsibility for the following facts.

(a) On March 28, 2019 and April 3, 2019, DEA investigators conducted an audit of controlled substances at Animed. Upon request, Dr. Salter did not furnish required records for the audit with respect to the following controlled substances, several of which were expired: Euthanasia Solution, Ketamine, Diazepam 5mg, Hydrocodone liquid, and Diazepam 1mg.

(b) On March 28, 2019, DEA investigators observed an open bottle of Tramadol, a schedule IV-controlled substance, in an unlocked cupboard at Animed. Tramadol is required to be kept in a locked cabinet.

(c) Between April 2018 and October 2018, after having to vacate his prior office space and before obtaining a new office location, Dr. Salter stored controlled substances at his residence; he did not register his residence with the DEA.

(d) On April 19, 2019, when Dr. Salter no longer held a DEA Registration, he ordered one 20ml bottle of Vetorphic Injectable 10mg/ml, a schedule IV-controlled substance, which was delivered to him on April 22, 2019.

(e) On February 11, 2010, the Board of Registration in Veterinary Medicine suspended Dr. Salter for six months (which was stayed and treated as probation) and imposed a one-year period of probation. Dr. Salter did not report this probation on subsequent DEA 224A registration forms, including a DEA Form 224A electronically signed by Dr. Salter on March 6, 2017.

The foregoing conduct is referred to below as the "Covered Conduct."

H. The United States contends that it has claims for civil monetary penalties and injunctive relief against Dr. Salter under the Act and its implementing regulations based upon the Covered Conduct.

In consideration of the mutual promises and obligations of this Agreement and with full authority to enter into this Agreement and to be bound thereby, the Parties agree as follows:

TERMS AND CONDITIONS

1. As set forth below, Dr. Salter shall pay to the United States the sum of fifteen thousand dollars (\$15,000.00) plus interest at a rate of 1.50% per annum from the date of the execution of this agreement, and continuing until and including the date of payment (the "Settlement Amount"), none of which is restitution. On the Effective Date of this Agreement, as defined below, this sum shall constitute a debt due and immediately owing to the United States, for which Dr. Salter is liable.

2. Dr. Salter shall make payment of the Settlement Amount pursuant to written instructions to be provided by the Office of the United States Attorney's Office for the District of Massachusetts, no later than fourteen days after the Effective Date of this Agreement.

3. Dr. Salter shall not apply for or renew a DEA registration number or prescribe or dispense controlled substances in the future.

4. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount and Dr. Salter complying with Paragraph 3, the United States releases Dr. Salter and his assignees and successors from any civil or administrative claims the United States has, could have, or may assert in the future, related to the Covered Conduct under the Act.

5. Notwithstanding the release given in Paragraph 4 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. Any administrative liability or enforcement right, 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; or
- f. Any liability of individuals not a party to this Agreement.

6. The United States reserves the right to seek injunctive relief pursuant to 21 U.S.C. § 843(f) if Dr. Salter fails to pay the Settlement Amount.

7. Dr. Salter waives and shall not assert any defenses he may have to any criminal prosecution 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.

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

9. The obligations imposed upon Dr. Salter pursuant to this Agreement are in addition to, and not in derogation of, all requirements imposed upon Dr. Salter pursuant to all applicable federal, state, and local laws and regulations, including but not limited to the

requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder.

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

11. Each Party represents that he or it freely and voluntarily enters into this Agreement without any duress or compulsion.

12. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

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

14. The Agreement contains the entire agreement between the Parties regarding the alleged claims at issue herein. The Agreement may be amended only by a writing signed by both Parties.

15. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the Parties.

16. This Agreement may be executed in counterparts, each of which constitutes an original and both of which constitute one and the same agreement, but shall become final and binding only upon signing by all representatives listed below for both Parties.

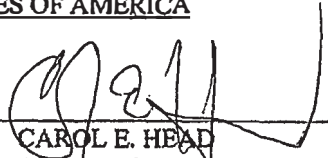
17. The Parties may execute this Agreement via facsimile and/or by portable document format (.pdf), both of which shall be deemed the equivalent of an original signature.

18. The Parties consent to the United States' disclosure to the public of this Agreement and information about this Agreement.

19. This Agreement shall become effective on the date of the signature of the last signatory to the Agreement ("Effective Date of this Agreement").

THE UNITED STATES OF AMERICA

DATED: 9/12/22

BY: 
CAROL E. HEAD
Assistant U.S. Attorney
United States Attorney's Office
District of Massachusetts

DATED: _____

BY: BRIAN BOYLE
Digitally signed by BRIAN BOYLE
Date: 2022.09.14 09:49:49 -04'00'
BRIAN D. BOYLE
Special Agent In Charge
U.S. Drug Enforcement Administration

WILBUR M. SALTER, D.V.M.

DATED: 9/9/22

BY: 
WILBUR M. SALTER, II, D.V.M.

DATED: 9/9/22

BY: 
B. STEPHANIE SIEGMANN
Counsel for Wilbur Salter, D.V.M.