

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 Edgar Ross, M.D. (“Dr. Ross”), in connection with Dr. Ross’s assigned DEA registration number AR1409829. The United States and Dr. Ross are together referred to herein as the “Parties.”

RECITALS

A. Dr. Ross practiced at Brigham and Women’s Hospital (“BWH”), which is located at 75 Francis Street, Boston, MA 02115. He was a Senior Clinician at the BWH Pain Management Center and was previously the Director of the BWH Pain Management Center.

B. 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.

C. 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.

D. 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).

E. Dr. Ross admits, acknowledges, and accepts responsibility for the following facts. Dr. Ross had treated a patient, whose identity is known to the Parties, for many years. Between June 8, 2017 and October 12, 2018, Dr. Ross prescribed a mix of medications to this patient, including Oxycodone, a schedule II substance; Buprenorphine, a schedule III substance, in the analgesic formulation; and Diazepam, a schedule IV substance, without always appropriately

documenting the risks. Dr. Ross warned this patient about the risks associated with the amount of opioids they were taking, but Dr. Ross nevertheless continued prescribing these drugs. The patient admitted to others and to Dr. Ross that they were taking more medication than Dr. Ross had prescribed and frequently sought early refills of Dr. Ross's prescriptions, which Dr. Ross filled on at least five occasions during the relevant period. The patient experienced multiple episodes of aspiration pneumonia and medication overdose until September 2018, when the patient was admitted to the hospital. BWH eventually arranged for another physician to manage the patient's pain management treatment. The foregoing conduct is referred to below as the "Covered Conduct."

F. The United States contends that it has claims for civil monetary penalties and injunctive relief against Dr. Ross 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. Ross shall pay to the United States the sum of twenty-five thousand dollars (\$25,000.00) plus interest at a rate of 3.875% per annum from March 15, 2023, 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. Ross is liable.

2. Dr. Ross 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 ten days after the Effective Date of this Agreement.

3. No later than five business days after the Effective Date of this agreement, Dr. Ross and the DEA will enter into the Memorandum of Agreement (“MOA”).

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. Ross complying with Paragraph 3, the United States releases Dr. Ross 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. Ross fails to pay the Settlement Amount or fails to comply with Paragraph 3 of this Agreement.

7. Dr. Ross 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. Ross fully and finally 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. Ross 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. Ross pursuant to this Agreement are in addition to, and not in derogation of, all requirements imposed upon Dr. Ross 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. This Agreement is intended to be for the benefit of the Parties only.

11. 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.

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

13. 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.

14. 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.

15. 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. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

17. 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").

SIGNATURES TO FOLLOW ON NEXT PAGE

THE UNITED STATES OF AMERICA

DATED: 9/10/2024

BY: 
ALEXANDRA BRAZIER
Assistant U.S. Attorney
United States Attorney's Office
District of Massachusetts

EDGAR ROSS, M.D.

DATED: 9-1-2024

BY: 
EDGAR ROSS, M.D.

DATED: 9/3/2024

BY: 
JOHN PULEO
Counsel for Edgar Ross, M.D.