

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the United States of America, acting through the United States Department of Justice (the “United States”), and Stephen Holuk, M.D. (“Dr. Holuk”). The United States and Dr. Holuk are together referred to herein as the “Parties.”

RECITALS

A. Dr. Holuk was a family medicine doctor who practiced at a private medical office located at 2175 Main St, Three Rivers, MA 01080.

B. Dr. Holuk previously held the United States Drug Enforcement Agency (“DEA”) Certificate of Registration number AH1545029. Dr. Holuk surrendered his DEA registration number as of July 2023.

C. DEA registrants are required to conduct their operations in accordance with the Controlled Substances Act, 21 U.S.C. § 801, *et seq.* (the “Act”), and the regulations promulgated thereunder.

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).

F. Dr. Holuk admits, acknowledges, and accepts responsibility for the following facts. Between 2018 and 2021 (the “Covered Period”), Dr. Holuk regularly prescribed schedule II controlled substances for his patients. For four of his patients, Dr. Holuk prescribed opioids during the Covered Period in combination with benzodiazepines and muscle relaxers. Dr. Holuk wrote 280 prescriptions for opioids for these four patients alone during the Covered Period, while also prescribing them benzodiazepines and muscle relaxers. Moreover, during the

Covered Period, Dr. Holuk prescribed opioids for his patients without consistently conducting functional pain assessments or opioid risk assessments. He also rarely checked the Massachusetts Prescription Awareness Tool (formerly the Prescription Drug Monitoring Program), before prescribing his patients schedule II controlled substances, as required by Massachusetts law, *see* 130 Code Mass. Regs. § 700.012(G)(2). The foregoing conduct is referred to below as the “Covered Conduct.”

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

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Dr. Holuk shall pay to the United States the sum of two hundred and twenty thousand dollars (\$220,000.00) plus interest at a rate of 4.00% per annum from September 10, 2024, and continuing until and including the date of payment (the “Settlement Amount”). None of the Settlement Amount is restitution.

2. Dr. Holuk 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. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and conditioned upon the United States’ receipt of the Settlement Amount and Dr. Holuk complying with Paragraph 2, the United States releases Dr. Holuk 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.

4. Notwithstanding the release given in Paragraph 3 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.

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

6. Dr. Holuk 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.

7. Dr. Holuk 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. Holuk 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.

8. The obligations imposed upon Dr. Holuk pursuant to this Agreement are in addition to, and not in derogation of, all requirements imposed upon Dr. Holuk 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

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

15. 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: _____

BY: **LINDSEY ROSS**

LINDSEY ROSS
Assistant U.S. Attorney
United States Attorney's Office
District of Massachusetts

Digitally signed by
LINDSEY ROSS
Date: 2024.12.20
15:31:14 -05'00'

STEPHEN HOLUK, M.D.

DATED: _____

BY: _____
STEPHEN HOLUK, M.D.

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
LINDSEY ROSS
Assistant U.S. Attorney
United States Attorney's Office
District of Massachusetts

STEPHEN HOLUK, M.D.

DATED: _____

BY: 
STEPHEN HOLUK, M.D.