

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between the United States of America, acting through the Department of Justice and its Drug Enforcement Administration (“DEA”) (collectively, the “United States”) and Guido Navarra, M.D. (“Dr. Navarra”), in connection with Dr. Navarra’s assigned DEA registration number BN5418303. The United States and Dr. Navarra are together referred to herein as the “Parties.”

RECITALS

A. Dr. Navarra practices at Seacoast Medical Associates, P.A. (“Seacoast”), which is located at 21 Highland Avenue, Suite Number 24, Newburyport, Massachusetts 01950.

B. Dr. Navarra is the sole owner of Seacoast.

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).

E. As the result of a comprehensive investigation into Dr. Navarra’s prescribing practices, the United States contends that it has claims for civil monetary penalties and injunctive relief against Dr. Navarra under the Act and its implementing regulations based upon the following alleged conduct:

1. With respect to Patient 1, whose identity is known to the Parties, Dr.

Navarra treated Patient 1 from approximately December 2011 to April 2018, at which time Patient 1 was discharged from Seacoast's practice by Dr.

Navarra. During the vast majority of this period, Dr. Navarra prescribed morphine sulfate, a schedule II controlled substance, to Patient 1, who entered into a controlled substance agreement with Seacoast. In January 2018, Dr. Navarra caused a urine drug screen to be administered to Patient 1, which returned positive results for three schedule II controlled substances Dr. Navarra had not prescribed. Dr. Navarra's general practice was to discharge such patients from his practice because the test results suggested Patient 1 obtained controlled substances from another source and may have abused drugs in a manner inconsistent with Dr. Navarra's legitimate medical purpose in prescribing morphine sulfate, all in violation of the controlled substance agreement. Nevertheless, despite Patient 1's January 2018 test result and the apparent violation of the controlled substance agreement, Dr. Navarra issued three additional prescriptions for morphine sulfate to Patient 1. In April 2018, Patient 1 again failed to comply with the controlled substance agreement with Seacoast and, as a result, was promptly discharged from the practice.

2. With respect to Patient 2, whose identity is known to the Parties, Dr. Navarra treated Patient 2 from July 2015 to August 2018 and prescribed oxycodone-acetaminophen (Percocet) to Patient 2 for almost the entire period of treatment. Patient 2 entered into a controlled substance agreement with Seacoast. In June 2017, Patient 2 asserted to Dr. Navarra

that police had “raided her house and took her Percocets” after police stopped her son’s car. Patient 2 asked Dr. Navarra to issue a substitute prescription to replace the narcotics that Patient 2 claimed had been taken by the police. If Patient 2 had not been truthful about the loss of the narcotics, that would have been a basis for a discharge from the practice. Although Dr. Navarra did not issue a substitute prescription, he requested a written confirmation of the police seizure because patients who claim narcotics were missing or stolen may be attempting to obtain more narcotics than the physician had prescribed. However, he did not obtain such a confirmation the narcotics had been taken by police authorities. Nor did he discharge Patient 2 from the practice and, for the next six months, he made no changes to his prescribing or monitoring behavior for Patient 2. In a urine drug screen conducted on January 24, 2018, Patient 2 tested negative for clonazepam, a schedule IV controlled substance that Dr. Navarra had prescribed. In August 2018, Patient 2 tested positive for cocaine and was discharged from the practice immediately thereafter.

The United States’ allegations in this Recital E are referred to below as the “Covered Conduct.”

This settlement agreement resolves the United States’ civil claims against Dr. Navarra.

F. For the purposes of this Agreement, Dr. Navarra admits the facts stated in the Covered Conduct as described in Recital E. Nothing in this paragraph affects Dr. Navarra’s (i) testimonial obligations or (ii) right to take legal or factual positions in litigation or other legal proceedings in which United States is not a party.

TERMS OF AGREEMENT

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:

1. As set forth below, Dr. Navarra shall pay to the United States the sum of twelve thousand five hundred dollars (\$12,500.00) (the “Settlement Amount”), of which zero 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. Navarra is liable. Dr. Navarra shall pay the Settlement Amount to the United States in installments as follows: within thirty (30) days of the Effective Date of this Agreement, Dr. Navarra shall pay four thousand, two hundred fifty dollars (\$4,250.00); on or before December 31, 2021, Dr. Navarra shall pay four thousand, two hundred fifty dollars (\$4,250.00); on or before June 30, 2022, Dr. Navarra shall pay four thousand dollars (\$4,000.00). Dr. Navarra may pay the entire balance of the Settlement Amount or any portion thereof at any time without penalty.

2. Dr. Navarra shall make payment of the Settlement Amount through www.pay.gov in accordance with written notice to, and written instructions from, the Office of the United States Attorney for the District of Massachusetts.

3. Dr. Navarra shall continue to abide by all federal, state, and local legal and regulatory requirements relating to the dispensing, handling, and recordkeeping of controlled substances.

4. In exchange for, and in consideration of, Dr. Navarra’s obligations in this Agreement, conditioned upon their timely payment of the full Settlement Amount, the United States releases Dr. Navarra 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. The United States reserves the right to seek injunctive relief pursuant to 21 U.S.C. § 843(f) if Dr. Navarra fail to pay the Settlement Amount.

6. This Agreement in no way alters or restricts the United States' rights to enforce the Act and regulations promulgated thereunder by commencing a civil or administrative action against Dr. Navarra for any violations of the Act which are not based on the Covered Conduct, nor does it restrict the United States from bringing any criminal charge against Dr. Navarra. Also, this Agreement does not prevent any sovereign other than the United States from pursuing civil, criminal, and/or administrative claims against Dr. Navarra for the Covered Conduct and/or any other conduct. However, this Agreement in no way waives Dr. Navarra's right to raise any defenses in any such action.

7. Dr. Navarra waive 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. Navarra 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. Navarra 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. Navarra pursuant to this Agreement are in

addition to, and not in derogation of, all requirements imposed upon Dr. Navarra 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").

SIGNATURES TO FOLLOW ON NEXT PAGE

THE UNITED STATES OF AMERICA

DATED: _____

BY: [REDACTED]

RYAN D. PANICHI
Assistant U.S. Attorney
United States Attorney's Office
District of Massachusetts

DATED: 6-16-21

BY: [REDACTED]

BRIAN D. DAVY
Special Agent in Charge
Drug Enforcement Administration
New England Field Division

DATED: 6/16/2021

BY: [REDACTED]

MARK J. REIDHINS
Diversion Program Manager
Drug Enforcement Administration
New England Field Division

GUIDO NAVARRO, M.D.

DATED: 6/15/21

BY: [REDACTED]

DATED: 6/15/2021

BY: [REDACTED]

RICHARD GOLDSTEIN
Counsel for Guido Navarro, M.D.