

SETTLEMENT AGREEMENT

PARTIES

This Settlement Agreement (“Agreement”) is entered into between the United States Attorney’s Office for the Eastern District of Michigan, acting on behalf of the United States Department of Justice and the Drug Enforcement Administration of the United States Department of Justice (“DEA”) (collectively, the “United States” or “Government”), and Dr. Marc R. Kamp, D.M.D (“Dr. Kamp”). The Government and Dr. Kamp are collectively referred to as “the Parties” in this agreement.

PREAMBLE

1. Dr. Kamp is a dentist whose practice is located at 2550 Telegraph Road, Suite 104, Bloomfield Hills, Michigan, 48302.
2. At all times relevant to this settlement agreement, Dr. Kamp was registered with the Attorney General of the United States, in accordance with the Comprehensive Drug Abuse Prevention and Control Act, 21 U.S.C. § 801 et seq., popularly known as the Controlled Substances Act (“CSA”), to prescribe controlled substances in Schedules II-V, through assigned DEA Registration No. BK3073816.
3. As a DEA registrant, Dr. Kamp was required to comply with the CSA and the regulations promulgated thereunder.

4. The Government alleges that on hundreds of occasions between May 2009 and September 2013 Dr. Kamp issued prescriptions for controlled substances, primarily hydrocodone and benzodiazepines, that were not issued for a legitimate medical purpose. During this period, Dr. Kamp also failed to maintain required records detailing his purchase, inventory and dispensing of controlled substances. In 2009 and 2012, Dr. Kamp materially falsified applications for issuance of his DEA registration by failing to accurately report the past and then-current status of his State of Michigan dental license. This conduct shall be referred to as “the Covered Conduct.”

5. The United States contends that it has claims for civil penalties against the Dr. Kamp for the Covered Conduct under 21 U.S.C. §§ 842(a)(1) and 842(a)(5), for violating 21 U.S.C. § 829 and 21 C.F.R. §§ 1304.03, 1306.04, and 1306.05.

6. To avoid the delay, expense, inconvenience, and uncertainty of litigation of these claims, the Parties reach a full a final settlement pursuant to the Terms and Conditions below.

TERMS AND CONDITIONS

7. Dr. Kamp shall pay to the United States the total sum of \$125,000 (one hundred twenty-five thousand dollars) (the “Settlement Amount”). Dr. Kamp shall pay \$75,000 (seventy-five thousand dollars) of the Settlement Amount within ten (10) business days after the full execution of the Settlement Agreement, and the remaining \$50,000 (fifty thousand dollars) by December 31, 2013. Dr. Kamp will make both payments by electronic funds transfer pursuant to written instructions provided by the United States Attorney’s Office for the Eastern District of Michigan.

8. Subject to the exceptions in paragraph 13 below, in consideration of these undertakings by Dr. Kamp, the United States fully and finally settles and relinquishes all claims for civil monetary relief that it has asserted, could have asserted, or may assert in the future against the Dr. Kamp, for violations of the CSA and the regulations promulgated thereunder, based on the Covered Conduct.

9. In consideration of the undertakings by the United States, Dr. Kamp fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs and expenses of every kind and however denominated) which he has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the investigation, prosecution, and settlement of the Covered Conduct.

10. The United States and Dr. Kamp will each bear their own costs and attorney's fees in this matter.

11. The United States specifically reserves and excludes from the scope and terms of the Agreement as follows:

- a. Any criminal liability;
- b. Any criminal, civil, or administrative claim arising under Title 26 of the United States Code (Internal Revenue Code);
- c. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- d. Any claims based upon the obligations created by this Agreement.

12. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of any proceeding under Title 26 of the Internal Revenue Code.

13. This Agreement is to be binding on, and for the benefit of, the Parties, and is not intended to be, and shall not be interpreted to constitute, a release of any person or entity not identified or referred to herein. Nothing in this Agreement is intended to affect the rights or interests of any state government or agency.

14. This Agreement shall be governed by the laws of the United States. If a dispute arises under the Agreement between Dr. Kamp and the United States, exclusive jurisdiction and venue shall lie in the federal district of the Eastern District of Michigan.

15. Dr. Kamp represents that this Agreement is knowingly, deliberately, and voluntarily entered into, without any degree of duress or compulsion whatever, and that he has been advised with respect to this Agreement by his own counsel.

16. This Agreement constitutes the entire agreement between the Parties and cannot be amended except in writing and when signed by all Parties to this Agreement.

17. It is understood by all parties that this Agreement is not subject to any non-disclosure agreement.

18. Each individual signing this Agreement represents that he is signing this Agreement in his official capacity and that he is authorized to execute this Agreement.

19. This Agreement is effective on the date of signature of the last signatory to this Agreement ("Effective Date"). This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. The United States agrees to notify Dr. Kamp when the final signatory has executed this Agreement.

IN WITNESS THEREOF, the parties hereto affix their signatures.

ON BEHALF OF THE UNITED STATES OF AMERICA:

BARBARA L. McQUADE
United States Attorney

Dated: _____

By: _____

PETER A. CAPLAN (P30643)
Assistant United States Attorney
211 W. Fort Street, Suite 2001
Detroit, Michigan 48226
(313) 226-9772
peter.caplan@usdoj.gov


ON BEHALF OF MARC R. KAMP:

Dated: 12/16/13



MARC R. KAMP

Dated: 12/16/13



ANDREW J. PALUDA
Attorney for Marc R. Kamp
3150 Livernois, Suite 335
Troy, Michigan 48083
(248)740-0203
apaluda@paludalaw.com