

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND  
DR. MICHAEL T. SCHULENBERG, M.D.**

**PARTIES**

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Attorney’s Office for the District of Minnesota and the Drug Enforcement Administration (the “United States”), and Michael T. Schulenberg (“Dr. Schulenberg”), to settle civil claims asserted by the United States under the Controlled Substances Act, 21 U.S.C. §§ 827-829 and 842.

**PREAMBLE**

1. Dr. Schulenberg is a licensed physician in the State of Minnesota registered with the Drug Enforcement Administration (“DEA”) as a practitioner authorized to dispense Schedule 2-5 controlled substances. Dr. Schulenberg’s DEA Registration Number is

2. The United States contends that on April 14, 2016, Dr. Schulenberg prescribed Schedule 2 controlled substances in the name of an individual, knowing that the controlled substances were intended to be used by another individual, in violation of the Controlled Substances Act and its implementing regulations, 21 U.S.C. §§ 827(b), 829, 842(a)(1) and 21 C.F.R. §§ 1306.04 and 1306.05. The alleged violations of the Controlled Substances Act and implementing federal regulations alleged to have occurred above are hereinafter referred to as “the Covered Conduct.”

3. The United States contends that it has civil claims for penalties against Dr. Schulenberg for the Covered Conduct.

4. In order to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of these claims, the United States and Dr. Schulenberg reach a full and final settlement of the Covered Conduct as set forth below.

5. This Settlement Agreement is made in compromise of disputed claims. This Settlement Agreement is neither an admission of facts nor liability by Dr. Schulenberg, nor a concession by the United States that its claims are not well-founded.

**TERMS AND CONDITIONS**

In consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the United States and Dr. Schulenberg agree as follows:

6. **Monetary Payment.** Dr. Schulenberg agrees to pay to the United States the sum of Thirty Thousand Dollars (\$30,000.00) as settlement of the United States' claims for the Covered Conduct (the "Settlement Amount"). The Settlement Amount shall be paid within thirty days of the effective date of this agreement or within thirty days of receipt by Dr. Schulenberg or its designee of instructions for payment provided by the United States Attorney's Office for the District of Minnesota, whichever date shall occur later.

7. **Memorandum of Agreement.** Dr. Schulenberg agrees to enter into the Memorandum of Agreement with the Drug Enforcement Administration, attached hereto as Exhibit A to this agreement, and abide by all requirements therein.

8. **Release by the United States.** The United States, on behalf of itself, its officers, agents, agencies, and departments, releases Dr. Schulenberg from any civil or administrative monetary claims the United States has or may have under 21 U.S.C. § 842 or the implementing regulations at 21 C.F.R. § 1301, 1304, and 1305, for the Covered Conduct. This release by the United States is subject to the exclusions in Paragraph 9 of this Agreement and is made in consideration of the obligations of Dr. Schulenberg as set forth in this Agreement and the Memorandum of Agreement attached hereto and incorporated into this Agreement. The Release by the United States is also conditioned upon Dr. Schulenberg's payment in full of the Settlement Amount on the due date specified herein.

9. **Release Exclusions.** Specifically reserved and excluded from the scope and terms of the Releases by the United States in paragraph 8 of this Agreement are any and all of the following:

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

10. **Agreement Not to Revoke or Suspend Registration.** The United States further agrees not to revoke or suspend DEA Registration Number \_\_\_\_\_, now held by Dr. Schulenberg, as a result of the Covered Conduct, unless as provided in the Memorandum of Agreement in Exhibit A.

11. **Release by Dr. Schulenberg.** Dr. Schulenberg 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 Dr. Schulenberg has

asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. **Costs and Attorney's Fees.** The United States and Dr. Schulenberg will each bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

13. **Law Governing Agreement; Jurisdiction and Venue.** This Agreement is governed by the laws of the United States. The United States and Dr. Schulenberg agree that the exclusive jurisdiction and venue for any dispute arising between them under this Agreement will be the United States District Court for the District of Minnesota.

14. **Complete Agreement; Amendments.** This Agreement constitutes the complete agreement between the United States and Dr. Schulenberg. This Agreement may not be amended except by written consent of the United States and Dr. Schulenberg.

15. **Execution of Agreement.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

16. **Effective Date.** This Agreement is effective on the date of signature of the last signatory party to the Agreement.

*[Signatures on following page]*

**FOR THE UNITED STATES OF AMERICA:**

DATED: 4/16/18

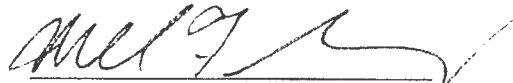
GREGORY G. BROOKER  
United States Attorney



BY: Bahram Samie (#392645)  
Assistant U.S. Attorney  
600 U.S. Courthouse  
300 S. Fourth Street  
Minneapolis, MN 55415  
(612) 665-5600  
bahram.samie@usdoj.gov

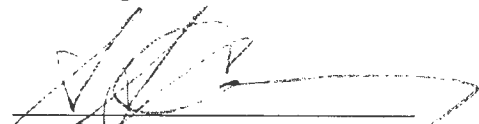
**FOR MICHAEL T. SCHULENBERG:**

DATED: 4/16/18



Michael T. Schulenberg, M.D.  
Fairview Clinics – New Brighton  
1151 Silver Lake Road NW  
New Brighton, MN 55112

DATED: 4/16/2018



BY: Amy S. Conners  
Thomas B. Heffelfinger  
Best & Flanagan  
60 South 6th Street  
Ste 2700  
Minneapolis, MN 55402  
612-339-7121  
aconners@bestlaw.com