

Nevada State Board of Dental Examiners

Tony Guillen, D.D.S.
President



William G. Pappas, D.D.S.
Secretary-Treasurer

6010 S. Rainbow Blvd., Bldg. A, Ste. 1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

August 10, 2007

Lorne J Maikiewich, Director
Legislative Counsel Bureau
401 S. Carson Street
Carson City, NV 89701-9800

Dear Director of the Legislative Counsel:

Pursuant to Nevada Revised Statute (NRS) 622.100, enclosed is our disciplinary report for the Nevada State Board of Dental Examiners. This report is for the quarter ending July 20, 2007. I have listed the disciplinary action against the following licensees below. Enclosed for your convenience are copies of the stipulation agreements/decisions.

<u>License #</u>	<u>Name</u>	<u>Disciplinary Date</u>
3046	Harvey Chin, DMD	05/17/2007
3724	Ilya Benjamin, DDS	06/21/2007
3330	James Frantz, DMD	06/21/2007
4632	Thanh Ngo, DDS	06/21/2007
3470	Bradley Rowe, DDS	06/21/2007
5463	Arin Lousig-Nont, DMD	06/21/2007
	Carlos Bordador, DDS	06/21/2007

*Not licensed in the State of Nevada

If you have any questions regarding this matter, please feel free to contact me at (702) 486-7044, ext. 23.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra Shaffer".

Debra Shaffer, Deputy Executive Director
Nevada State Board of Dental Examiners

Cc: John A. Hunt, Esq., Board Legal Counsel
Department of Health & Human Services
File

WINNER, HUNT & CARSON, P.C.
510 South Eighth Street
LAS VEGAS, NEVADA 89101
(702) 471-1111

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

Complainant,

vs.

HARVEY CHIN, D.D.S.,

Respondent.

CASE NO.: 07-1412

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between HARVEY CHIN, D.D.S. (hereinafter "Respondent"), by and through his counsel of record, ROBERT GITTLEMAN, ESQ., and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer, MICHAEL ALMARAZ, D.D.S., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows:

1 On October 3, 2006, the Board notified Respondent of a verified complaint received from Marjorie DeShazer. On October 10, 2006, Respondent filed an answer to the complaint with the Board. On December 7, 2006 the Board received supplemental information from Respondent. On December 16, 2006 the complainant filed a supplemental response.

2. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Michael Almaraz, D.D.S., applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence that Respondent administered conscious sedation to Marjorie DeShazer without obtaining a required permit in violation of NRS 631.265 AND NAC 631.2213

3 Applying the administrative burden of proof of substantial evidence as set forth in

HC
HC

RG
RG

State, *Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action, without obtaining a required permit, conscious sedation was administered to Marjorie DeShazer in violation of NRS 631.265 AND NAC 631.2213 .

4 Based upon the limited investigation conducted to date, the findings of Disciplinary Screening Officer, Michael Almaraz, D.D.S., and the admissions contained in paragraph 3, the parties have agreed to resolve the pending disciplinary action pursuant to the following terms and conditions

- a Respondent's dental practice shall be monitored for a period of nine (9) months from the adoption of this Stipulation. During the nine (9) month monitoring period, Respondent shall allow either the Executive Director of the Board and/or the agent appointed by the Executive Director of the Board to inspect Respondent's records during normal business hours to insure compliance of this Stipulation. During the nine (9) month period, Respondent's practice shall be monitored to assure Respondent is not administering conscious sedation. Such monitoring shall include, but will not be limited to contacting patients who have received treatment. In the event the Executive Director receives substantial evidence Respondent has delivered conscious sedation during the nine (9) month monitoring period Respondent agrees the Executive Director shall, without any further hearing or action by the Board, issue an order suspending Respondent's license to practice dentistry in the State of Nevada. Thereafter, Respondent may request in writing a hearing before the Board to reinstate Respondent's license. However, prior to the full Board hearing, Respondent waives any right to seek judicial review, including injunctive relief from either the Nevada Federal District Court or the Nevada State District Court to reinstate his privilege to practice dentistry in the State of Nevada pending a final Board hearing.
- b Respondent agrees he shall not apply for a conscious sedation permit for a period of nine (9) months subsequent to the adoption of this Stipulation.
- c Respondent agrees his current site permit will be revoked for a period of six (6) months subsequent to the adoption of this Stipulation.
- d Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain a total of fifteen (15) additional hours in supplemental education. The fifteen (15) hours of supplemental education must be received in the area of conscious sedation management. All supplemental education must be completed within six (6) months of the approval of this Stipulation by the Board. The supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon receipt of a written request to

HC

RG

1 attend supplemental education the Executive Director of the Board shall
2 notify Respondent in writing whether the requested supplemental education
3 is approved for attendance. All costs associated with this supplemental
4 education shall be paid by Respondent. In the event Respondent fails to
5 complete all of the supplemental education within six (6) months months,
6 Respondent agrees his license to practice dentistry in the State of Nevada
7 shall automatically be suspended without any further action of the Board
8 other than the issuance of an Order by the Executive Director. Upon
9 submitting written proof of completion of the supplemental education,
10 Respondent's license to practice dentistry in the State of Nevada will be
11 automatically reinstated. Respondent agrees to waive any right to seek
12 injunctive relief from any Federal or State of Nevada District Court to
13 prevent the automatic suspension of Respondent's license to practice
14 dentistry in the State of Nevada due to Respondent failure to comply with
15 Paragraph 4d . Respondent shall also be responsible for any costs or
16 attorney's fees incurred in the event the Board has to seek injunctive relief to
17 prevent Respondent from practicing dentistry during the period Respondent's
18 license is automatically suspended.

19 e. Respondent agrees to reimburse the Board for costs of the investigation and
20 to monitor this Stipulation in the amount of Twenty-two Hundred Dollars
21 (\$2,200.00) Dollars. This amount shall be deposited with the Board within
22 seven (7) days of execution of this Stipulation. If the Board does not adopt
23 this Stipulation the amount of Twenty-two Hundred Dollars (\$2,200.00)
24 Dollars will be returned in full to Respondent.

25 f. Pursuant to NRS 631.350(1), Respondent agrees to reimburse Ms. DeShazer
26 in the amount of Three Hundred Twenty-Five (\$325.00) Dollars.
27 Respondent shall deliver to the Board a check in the amount of Three
28 Hundred Twenty-Five (\$325.00) Dollars made payable to Ms. DeShazer
Within seven (7) days of execution of this agreement. This check will only
be delivered to Ms. DeShazer in the event the Board adopts this Stipulation.
In the event the Board does not adopt this Stipulation the check will be
returned to Respondent.

g. In the event Respondent fails to deliver any of the payments required
pursuant to Paragraph 4(e) or 4(f), Respondent agrees his license to practice
dentistry in the State of Nevada shall automatically be suspended without any
further action of the Board other than issuance of an order by the Executive
Director. Failure to deliver payment would include any checks returned for
insufficient funds. Respondent agrees to the payment of twenty-five dollars
(\$25.00) for each day Respondent fails to deliver any of the payments
required by Paragraph(s) 4(e) or 4(f). Respondent may cure any default
regarding the payments set forth in Paragraph 4(e) or 4(f), by delivering to
the Board's Executive Director the total amount in default, plus the twenty-
five dollar (\$25.00) per day assessment. Upon receipt of payment in full of
any amount in default, plus the twenty-five dollar (\$25.00) per day
assessment, the Executive Director shall without any further action of the
Board reinstated Respondent's license to practice dentistry in the State of
Nevada, assuming there are no other violations of any of the provisions
contained in this Stipulation. Respondent agrees to waive any right to seek
injunctive relief from either the Nevada Federal District Court or the Nevada
State District Court to reinstate his license prior to curing any default on the

HC

RG

amounts due and owing. Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

h. In the event Respondent fails to cure any default in payment within forty-five (45) days of the default, Respondent agrees the amount may be reduced to judgment.

I. Respondent waives any right to have the amounts owed pursuant Paragraphs 4(e) or 4(f), discharged in bankruptcy.

CONSENT

5. Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety.

6. Respondent is aware by entering into this Stipulation he is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

7. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board hearing.

8. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly notice open meeting to determine whether to adopt or reject this Stipulation are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial review, whether or judicial review is sought in either the State or Federal District Court(s).


9. Respondent has reviewed the Stipulation with his attorney, Robert Gittleman, Esq. who has explained each and every provision contained in this Stipulation to the Respondent.

10. Respondent acknowledges he is consenting to this Stipulation voluntarily, without coercion or duress and in the exercise of his own free will.

1. Respondent acknowledges no other promises in reference to the provisions contained in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the Nevada State Board of Dental Examiners.

12. Respondent acknowledges the provisions in this Stipulation contain the entire


HC


RG

1 agreement between Respondent and the Board and the provisions of this Stipulation can only be
2 modified, in writing, with Board approval.

3 13 Respondent agrees in the event the Board adopts this Stipulation he hereby waives
4 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
5 provisions contained in the Stipulation

6 14 Respondent and the Board agree that neither party shall be deemed the drafter of this
7 Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall
8 not construe this Stipulation or any provision hereof against either party as the drafter of the
9 Stipulation. The parties hereby acknowledge that both parties have contributed substantially and
10 materially to the preparation of this Stipulation. The parties acknowledge and agree that this
11 Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the
12 construction of any terms herein, it shall not be construed strictly in favor or against either party.

13 15 Respondent specifically acknowledges by his signature herein and his initials at the
14 bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that
15 he has signed and initialed of his own free will and without undue influence, coercion, duress, or
16 intimidation

17 16 Respondent acknowledges in the event the Board adopts this Stipulation, this
18 Stipulation may be considered in any future Board proceeding(s) or judicial review, whether such
19 judicial review is preformed by either the State or Federal District Court(s)

20 17 This Stipulation will be considered by the Board in an open meeting. It is understood
21 and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected
22 by the Board, further disciplinary action may be implemented. This Stipulation will only become
23 effective when the Board has approved the same in an open meeting. Should the Board adopt this
24 Stipulation, such adoption shall be considered a final disposition of a contested case and will become
25 a public record and shall be reported to the National Practitioners Data Bank.

26 ///

27 ///

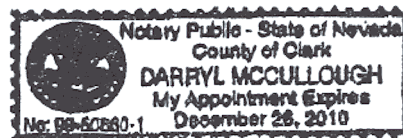
28 HC
HC

RG
RG

DATED this 16th day of April, 2007.

HARVEY CHIN D.D.S
Respondent

SUBSCRIBED and SWORN to before me
this 16th day of April, 2007.



[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

[Signature]
JOHN A. HUNT, ESQUIRE
Winner, Hunt & Carson, P.C.
Board Counsel

[Signature]
MICHAEL ALMARAZ, D.D.S.
Disciplinary Screening Officer/Informal
Hearing Officer

APPROVED AS TO FORM & CONTENT

[Signature]
ROBERT GITTLEMAN, ESQ.
Attorney for Respondent

The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
of Dental Examiners at a properly noticed meeting.

DATED this 17 day of MAY, 2007.

NEVADA STATE BOARD OF DENTAL EXAMINERS

[Signature]
TONY GUILLAN, D.D.S.
President

HHC
HC

RG
RG

1 STATE OF NEVADA
2 BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA
3

4 NEVADA STATE BOARD
5 OF DENTAL EXAMINERS,)

6 Complainant,)

CASE NO.: 06-1383

7 STIPULATION

8 vs.

9 ILYA BENJAMIN, D.M.D.,)

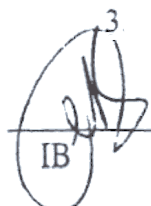
10 Respondent.)

11 IT IS HEREBY STIPULATED AND AGREED by and between ILYA BENJAMIN,
12 D.M.D (hereinafter "Respondent"), by and through his attorney, ELEONORA BAINER, ESQ., and
13 THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and
14 through Disciplinary Screening Officer, J. STEPHEN SILL, D.M.D., and the Board's counsel, JOHN
15 A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows:

16 1 On April 18, 2006, the Board notified Respondent of a verified complaint received
17 from Robert Williams. On May 3, 2006, Respondent filed an answer to the complaint with the
18 Board.

19 2 Based upon the limited investigation conducted to date, Disciplinary Screening
20 Officer, J. Stephen Sill, D.D.S., applying the administrative burden of proof of substantial evidence
21 as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986),
22 and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994). see also NRS
23 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence
24 that Respondent rendered treatment which constituted a departure from the prevailing standards of
25 acceptable dentistry when Respondent failed to properly diagnose carious lesions regarding Justin
26 Williams and Jessica Williams in violation of NAC 631.230(c).

27 Based upon the limited investigation conducted to date, Disciplinary Screening

28 
IB


EB

WINNER, HUNT & CARSON, P.C.
510 S. Eighth Street
LAS VEGAS, NEVADA 89101
(702) 396-4842

Officer, J. Stephen Sill, D.D.S., applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986), and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence that Respondent's treatment of Robert Williams constituted a departure from the prevailing standards of acceptable dentistry when Respondent improperly preformed a composite restoration on Tooth #27 in violation of NAC 631.230(c).

4 Applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action that the treatment rendered to Justin Williams and Jessica Williams constituted a departure from the prevailing standards of acceptable dentistry in violation of NAC 631.230(c).

5 Applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action, the treatment rendered to Robert Williams constituted a departure from the prevailing standards of acceptable in violation of NAC 631.230(c).

6. Based upon the limited investigation conducted to date, the findings of Disciplinary Screening Officer, J. Stephen Sill, D.M.D., and the admissions contained in paragraph 4 & 5, the parties have agreed to resolve the pending disciplinary action pursuant to the following terms and conditions

- a. Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain a total of twenty (20) additional hours in supplemental education. The twenty (20) hours of supplemental education. Ten (10) hours of supplemental education must be received in the area of x-ray taking and interpretation. The additional Ten (10) hours of supplemental education must be received in the area of caries diagnosis and risk. All supplemental education must be completed within

IB

EB

1 twelve (12) months of the approval of this Stipulation by the Board. The
2 supplemental education must be submitted in writing to the Executive
3 Director of the Board for approval prior to attendance. Upon receipt of a
4 written request to attend supplemental education the Executive Director of
5 the Board shall notify Respondent in writing whether the requested
6 supplemental education is approved for attendance. All costs associated with
7 this supplemental education shall be paid by Respondent. In the event
8 Respondent fails to complete all of the supplemental education within twelve
9 (12) months, Respondent agrees his license to practice dentistry in the State
10 of Nevada shall automatically be suspended without any further action of the
11 Board other than the issuance of an Order by the Executive Director. Upon
12 submitting written proof of completion of the supplemental education,
13 Respondent's license to practice dentistry in the State of Nevada will be
14 automatically reinstated. Respondent agrees to waive any right to seek
15 injunctive relief from any Federal or State of Nevada District Court to
16 prevent the automatic suspension of Respondent's license to practice
17 dentistry in the State of Nevada due to Respondent failure to comply with
18 Paragraph 4(a). Respondent shall also be responsible for any costs or
19 attorney's fees incurred in the event the Board has to seek injunctive relief to
20 prevent Respondent from practicing dentistry during the period Respondent's
21 license is automatically suspended.

12 b. Pursuant to NRS 631.350(h), Respondent's dental practice shall be monitored
13 for a period of one (1) years from the adoption of this Stipulation. During the
14 one (1) year period, Respondent shall allow either the Executive Director of
15 the Board and/or the agent appointed by the Executive Director of the Board
16 to inspect Respondent's records during normal business hours to insure
17 compliance of this Stipulation. During the one (1) year period, Respondent's
18 practice shall be monitored regarding proper diagnosis and the placing
19 composite restorations on patients receiving treatment subsequent to the
20 execution of this agreement. Such monitoring shall include, but will not be
21 limited to, personally observing the treatment rendered by Respondent as well
22 as contacting patients who have received treatment. In the event Respondent
23 does not actively practice dentistry in the State of Nevada, the monitoring
24 period shall be tolled for the period of inactive practice.

20 c. Respondent agrees to reimburse the Board for costs of the investigation and
21 to monitor this Stipulation in the amount of Five Thousand Two Hundred
22 and Fifty (\$5,250.00) Dollars. This amount shall be deposited with the Board
23 within seven (7) days of execution of this Stipulation. If the Board does not
24 adopt this Stipulation the amount of Five Thousand Two Hundred and Fifty
25 (\$5,250.00) Dollars will be returned in full to Respondent.

24 d. Pursuant to NRS 631.350(l), Respondent agrees to reimburse Robert
25 Williams in the amount of \$76.00; Jessica Williams in the amount of
26 \$141.00; and Justin Williams in the amount of \$117.00. Respondent shall
27 deliver to the Board the checks made payable to Robert William, Justin
28 Williams and Jessica William within seven (7) days of execution of this
stipulation. These checks will only be delivered to Robert William, Justin
Williams and Jessica Williams in the event the Board adopts this Stipulation.
In the event the Board does not adopt this Stipulation the checks will be

IB

EB

returned to Respondent

- 2 e. In the event Respondent fails to deliver any of the payments required
3 pursuant to Paragraph 4 (c), or 4(d), Respondent agrees his license to
4 practice dentistry in the State of Nevada shall automatically be suspended
5 without any further action of the Board other than issuance of an order by the
6 Executive Director. Failure to deliver payment would include any checks
7 returned for insufficient funds. Respondent agrees to the payment of twenty-
8 five dollars (\$25.00) for each day Respondent fails to deliver any of the
9 payments required by Paragraph(s) 4(c), or 4(d). Respondent may cure any
10 default regarding the payments set forth in Paragraph 4(c), or 4(d), by
11 delivering to the Board's Executive Director the total amount in default, plus
12 the twenty-five dollar (\$25.00) per day assessment. Upon receipt of payment
13 in full of any amount in default, plus the twenty-five dollar (\$25.00) per day
14 assessment, the Executive Director shall without any further action of the
15 Board reinstate Respondent's license to practice dentistry in the State of
16 Nevada, assuming there are no other violations of any of the provisions
17 contained in this Stipulation. Respondent agrees to waive any right to seek
18 injunctive relief from either the Nevada Federal District Court or the Nevada
19 State District Court to reinstate his license prior to curing any default on the
20 amounts due and owing. Respondent shall also be responsible for any costs
21 or attorney's fees incurred in the event the Board has to seek injunctive relief
22 to prevent Respondent from practicing dentistry during the period
23 Respondent's license is automatically suspended.
- 24 f. In the event Respondent fails to cure any default in payment within forty-five
25 (45) days of the default, Respondent agrees the amount may be reduced to
26 judgment.
- 27 g. Respondent waives any right to have the amounts owed pursuant Paragraphs
28 4(c), or 4(d) discharged in bankruptcy.

CONSENT

18 7. Respondent has read all of the provisions contained in this Stipulation and agrees with
19 them in their entirety.

20 8. Respondent is aware by entering into this Stipulation he is waiving certain valuable
21 due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B

22 9. Respondent expressly waives any right to challenge the Board for bias in deciding
23 whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board
24 hearing.

25 10. Respondent and the Board agree any statements and/or documentation made or
26 considered by the Board during any properly notice open meeting to determine whether to adopt or
27 reject this Stipulation are privileged settlement negotiations and therefore such statements or
28

IB

EB

1 documentation may not be used in any subsequent Board hearing or judicial review, whether or
2 judicial review is sought in either the State or Federal District Court(s).

3 1 Respondent has reviewed the Stipulation with his attorney, Eleonora Bainer, Esq.,
4 who has explained each and every provision contained in this Stipulation to the Respondent.

5 12. Respondent acknowledges he is consenting to this Stipulation voluntarily, without
6 coercion or duress and in the exercise of his own free will.

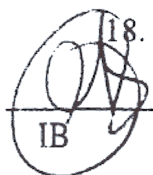
7 13 Respondent acknowledges no other promises in reference to the provisions contained
8 in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the
9 Nevada State Board of Dental Examiners.

10 4. Respondent acknowledges the provisions in this Stipulation contain the entire
11 agreement between Respondent and the Board and the provisions of this Stipulation can only be
12 modified, in writing, with Board approval.

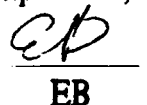
13 5. Respondent agrees in the event the Board adopts this Stipulation he hereby waives
14 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
15 provisions contained in the Stipulation.

16 16. Respondent and the Board agree that neither party shall be deemed the drafter of this
17 Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall
18 not construe this Stipulation or any provision hereof against either party as the drafter of the
19 Stipulation. The parties hereby acknowledge that both parties have contributed substantially and
20 materially to the preparation of this Stipulation. The parties acknowledge and agree that this
21 Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the
22 construction of any terms herein, it shall not be construed strictly in favor or against either party.

23 17. Respondent specifically acknowledges by his signature herein and his initials at the
24 bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that
25 he has signed and initialed of his own free will and without undue influence, coercion, duress, or
26 intimidation.

27  18.
28 IB

Respondent acknowledges in the event the Board adopts this Stipulation, this


EB

1 The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
2 of Dental Examiners at a properly noticed meeting.

3 DATED this 21 day of JUNE, 2007.

4 NEVADA STATE BOARD OF DENTAL EXAMINERS

5
6 
7 TONY GUILLEN, D.D.S.
8 President

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27 
28 IB

EB

EB

Law Office
WINNER, HUNT & CARSON, P.C.
510 South 8th Street
LAS VEGAS, NEVADA 89101
(702) 471-1111

BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

Complainant,

vs.

JAMES B. FRANZ, D.M.D.,

Respondent.

CASE NO.: 07-1446

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between JAMES B. FRANZ, D.M.D., (hereinafter "Respondent"), in proper person, and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer,

WINNER, HUNT & CARSON, P.C. as follows:

1 On January 3, 2007, the Board notified Respondent of a verified complaint received from Kamaryn Bangert. On January 12, 2007, Respondent filed an answer to the complaint with the Board.

2 Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Rick B. Thriot, D.D.S., applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence that Respondent rendered treatment below the standard of care to Kamaryn Bangert in violation of NRS 631.3475(1).

3. Applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton*


JBF

1 v. *Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e)
2 & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil
3 action, the treatment rendered to Kamaryn Bangert was below the standard of care in violation of
4 NRS 631.3475(1).

5 4 Based upon the limited investigation conducted to date, the findings of Disciplinary
6 Screening Officer, Rick B. Thiriot, D.D.S., and the admissions contained in paragraph 3, the parties
7 have agreed to resolve the pending disciplinary action pursuant to the following terms and
8 conditions:

- 9 a. Respondent's dental practice shall be monitored for a period of twelve (12)
10 months from the adoption of this Stipulation. During the twelve (12) month
11 period, Respondent shall allow either the Executive Director of the Board
12 and/or the agent appointed by the Executive Director of the Board to inspect
13 Respondent's records during normal business hours to insure compliance of
14 this Stipulation. During the twelve (12) month period, Respondent's practice
15 shall be monitored regarding those patients who receive care and treatment for
16 fixed prosthodontics. Such monitoring shall include, but will not be limited
17 to, personally observing the treatment rendered by Respondent, as well as
18 contacting patients who have received treatment. In the event Respondent
19 does not actively practice dentistry in the State of Nevada, the monitoring
20 period shall be tolled for the period of inactive practice. During the one (1)
21 year monitoring period Respondent shall:
- 16 1. Maintain a separate list of any patients who receive fixed prosthetic
17 treatment(s). The list shall be made available for inspection during
18 normal business hours.
 - 19 2. For those patient(s) receiving fixed prosthetic treatment(s) for four (4)
20 units or more the impressions and/or models of such treatment must
21 be kept and made available for inspection during normal business
22 hours.
- 23 b. Pursuant to NRS 631.350(k), in addition to completing the required continuing
24 education, Respondent shall obtain a total of twenty (20) additional hours in
25 supplemental education. Thirteen (13) hours of the supplemental education
26 must be received by clinical demonstration as it applies to fixed
27 prosthodontics, including recommended the areas of diagnosis, prep design,
28 and impression taking. The remaining seven (7) hours of supplemental
education must be received by clinical demonstration as it applies to Procera type
crowns. The twenty (20) hours of supplemental education must be completed
be within twelve (12) months of the approval Stipulation by the Board. The
supplemental education must be submitted in writing to the Executive Director
of the Board for approval prior to attendance. Upon receipt of a written
request to attend supplemental education the Executive Director of the Board
shall notify Respondent in writing whether the requested supplemental
education is approved for attendance. All costs associated with this

JBF

1 supplemental education shall be paid by Respondent. In the event Respondent
2 fails to complete all of the supplemental education within twelve (12) months,
3 Respondent agrees his license to practice dentistry in the State of Nevada shall
4 automatically be suspended without any further action of the Board other than
5 the issuance of an Order by the Executive Director. Upon submitting written
6 proof of completion of the supplemental education, Respondent's license to
7 practice dentistry in the State of Nevada will be automatically reinstated.
8 Respondent agrees to waive any right to seek injunctive relief from any
9 Federal or State of Nevada District Court to prevent the automatic suspension
10 of Respondent's license to practice dentistry in the State of Nevada due to
11 Respondent failure to comply with Paragraph 4(b). Respondent shall also be
12 responsible for any costs or attorney's fees incurred in the event the Board has
13 to seek injunctive relief to prevent Respondent from practicing dentistry
14 during the period Respondent's license is automatically suspended.

15 c Respondent agrees to reimburse the Board for costs of the investigation and
16 to monitor this Stipulation in the amount of One Thousand (\$1, 000.00)
17 Dollars. This amount shall be deposited with the Board within seven (7) days
18 of execution of this Stipulation. If the Board does not adopt this Stipulation
19 the amount of One Thousand (\$1,000.00) Dollars will be returned in full to
20 Respondent.

21 d. In the event Respondent fails to deliver any of the payments required pursuant
22 to Paragraph 4(c), Respondent agrees his license to practice dentistry in the
23 State of Nevada shall automatically be suspended without any further action
24 of the Board other than issuance of an order by the Executive Director.
25 Failure to deliver payment would include any checks returned for insufficient
26 funds. Respondent agrees to the payment of twenty-five dollars (\$25.00) for
27 each day Respondent fails to deliver any of the payments required by
28 Paragraph 4(c). Respondent may cure any default regarding the payments set
forth in Paragraph 4(c), by delivering to the Board's Executive Director the
total amount in default, plus the twenty-five dollar (\$25.00) per day
assessment. Upon receipt of payment in full of any amount in default, plus the
twenty-five dollar (\$25.00) per day assessment, the Executive Director shall
without any further action of the Board reinstate Respondent's license to
practice dentistry in the State of Nevada, assuming there are no other
violations of any of the provisions contained in this Stipulation. Respondent
agrees to waive any right to seek injunctive relief from either the Nevada
Federal District Court or the Nevada State District Court to reinstate her
license prior to curing any default on the amounts due and owing. Respondent
shall also be responsible for any costs or attorney's fees incurred in the event
the Board has to seek injunctive relief to prevent Respondent from practicing
dentistry during the period Respondent's license is automatically suspended.

e. In the event Respondent fails to cure any default in payment within forty-five
(45) days of the default, Respondent agrees the amount may be reduced to
judgment.

f. Respondent waives any right to have the amounts owed pursuant Paragraph
4(c), discharged in bankruptcy.

11
JBF

CONSENT

5. Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety.

6. Respondent is aware by entering into this Stipulation he is waiving certain valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

7. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board hearing.

8. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly notice open meeting to determine whether to adopt or reject this Stipulation are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial review, whether or judicial review is sought in either the State or Federal District Court(s).

9. Respondent acknowledges he has read the Stipulation. Respondent acknowledges he has been advised he has the right to have this matter reviewed by independent counsel and he has had ample opportunity to seek independent counsel. Respondent has been specifically informed he should seek independent counsel and advice of independent counsel would be in Respondent's best interest. Having been advised of his right to independent counsel, as well as had the opportunity to seek independent counsel, Respondent hereby acknowledges, by his own free will, he is consenting to the Stipulation without independent counsel.

10. Respondent acknowledges he is consenting to this Stipulation voluntarily, without coercion or duress and in the exercise of her own free will.

11. Respondent acknowledges no other promises in reference to the provisions contained in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the Nevada State Board of Dental Examiners.

12. Respondent acknowledges the provisions in this Stipulation contain the entire agreement between Respondent and the Board and the provisions of this Stipulation can only be

1 modified, in writing, with Board approval.

2 13. Respondent agrees in the event the Board adopts this Stipulation he hereby waives any
3 and all rights to seek judicial review or otherwise to challenge or contest the validity of the provisions
4 contained in the Stipulation.

5 14. Respondent and the Board agree that neither party shall be deemed the drafter of this
6 Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall
7 not construe this Stipulation or any provision hereof against either party as the drafter of the
8 Stipulation. The parties hereby acknowledge that both parties have contributed substantially and
9 materially to the preparation of this Stipulation. The parties acknowledge and agree that this
10 Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the
11 construction of any terms herein, it shall not be construed strictly in favor or against either party.

12 15. Respondent specifically acknowledges by his signature herein and his initials at the
13 bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that
14 he has signed and initialed of his own free will and without undue influence, coercion, duress, or
15 intimidation.

16 16. Respondent acknowledges in the event the Board adopts this Stipulation, this
17 Stipulation may be considered in any future Board proceeding(s) or judicial review, whether such
18 judicial review is preformed by either the State or Federal District Court(s).

19 17. This Stipulation will be considered by the Board in an open meeting. It is understood
20 and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected
21 by the Board, further disciplinary action may be implemented. This Stipulation will only become
22 effective when the Board has approved the same in an open meeting. Should the Board adopt this
23 Stipulation, such adoption shall be considered a final disposition of a contested case and will become
24 a public record and shall be reported to the National Practitioners Data Bank.

25 ///

26 ///

27 ///

28

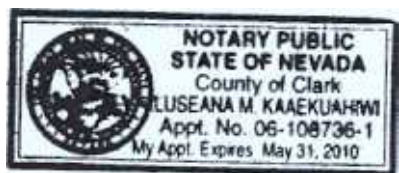
JBFB

1 DATED this 21 day of May, 2007.

2
3 D.M.D.
4 JAMES B. FRANZ, D.M.D.
Respondent

5 SUBSCRIBED and SWORN to before me
6 this 21 day of May, 2007.

7 [Signature]
8 NOTARY PUBLIC



10 APPROVED AS TO FORM & CONTENT

11 [Signature]
12 JOHN A. HUNT, ESQUIRE
13 Raleigh, Hunt & McGarry, P.C.
14 Board Counsel

APPROVED AS TO FORM & CONTENT

[Signature]
RICK B. THIRIOT, D.D.S.
Disciplinary Screening Officer/Informal
Hearing Officer

15 The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
16 of Dental Examiners at a properly noticed meeting.

17 DATED this 21 day of JUNE, 2007.

19 NEVADA STATE BOARD OF DENTAL EXAMINERS

20 [Signature]
21 TONY GUILLEN, D.D.S.
22 President

27 [Signature]
28 JBF

STATE OF NEVADA

BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

CASE NO.: 07-1414

Complainant,

STIPULATION

vs.

THANH N. NGO, D.M.D.,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between THANH N. NGO, D.M.D. (hereinafter "Respondent"), by and through his counsel of record, ANTHONY D. LAURIA, ESQ., of the law firm of LAURIA TORUNAGA GATES & LINN, LLP and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer, BYRON BLASCO, D.M.D., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows:

On October 4, 2006, the Board notified Respondent of a verified complaint received from Christine Allen. On October 30, 2006, Respondent filed an answer to the complaint with the Board.

2. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Byron Blasco, D.M.D., applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986).

and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence Respondent's treatment of Christine Allen was in violation of NRS 631.3475(1).

3. Applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton*

TNN

ADL

v. *Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action the treatment rendered to Christine Allen was in violation of NRS 631.3475(1).

4. Based upon the limited investigation conducted to date, the findings of Disciplinary Screening Officer, Byron Blasco, D.M.D., and the admissions contained in paragraph 3, the parties have agreed to resolve the pending disciplinary action pursuant to the following terms and conditions:

- a. Respondent's dental practice shall be monitored for a period of twelve (12) months from the adoption of this Stipulation. During the twelve (12) month period, Respondent shall allow either the Executive Director of the Board and/or the agent appointed by the Executive Director of the Board to inspect Respondent's records during normal business hours to insure compliance of this Stipulation. During the twelve (12) month period, Respondent's practice shall be monitored regarding office management and record keeping. Such monitoring shall include, but will not be limited to, personally observing the treatment rendered by Respondent, as well as contacting patients who have received treatment. In the event Respondent does not actively practice dentistry in the State of Nevada, the monitoring period shall be tolled for the period of inactive practice.
- b. Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain a total of sixteen (16) additional hours in supplemental education. The sixteen (16) hours of supplemental education must be received in the area of office management and record keeping. All supplemental education must be completed within twelve (12) months of the approval of this Stipulation by the Board. The supplemental education must be submitted in writing to the Executive Director of the Board for approval prior to attendance. Upon receipt of a written request to attend supplemental education the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance. All costs associated with this supplemental education shall be paid by Respondent. In the event Respondent fails to complete all of the supplemental education within twelve (12) months, Respondent agrees his license to practice dentistry in the State of Nevada shall automatically be suspended without any further action of the Board other than the issuance of an Order by the Executive Director. Upon submitting written proof of completion of the supplemental education, Respondent's license to practice dentistry in the State of Nevada will be automatically reinstated. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent's license to practice dentistry in the State of Nevada due to Respondent failure to comply with Paragraph 4(b). Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

T.N.
TNN

ADL
ADL

- 1 c. Respondent agrees to reimburse the Board for costs of the investigation and
2 to monitor this Stipulation in the amount of Seven Hundred and Fifty
3 (\$750.00) Dollars. This amount shall be deposited with the Board within
4 seven (7) days of execution of this Stipulation. If the Board does not adopt
5 this Stipulation the amount of Seven Hundred and Fifty (\$750.00) Dollars
6 will be returned in full to Respondent.
- 7 d. In the event Respondent fails to deliver any of the payments required
8 pursuant to Paragraph 4(c), Respondent agrees his license to practice
9 dentistry in the State of Nevada shall automatically be suspended without any
10 further action of the Board other than issuance of an order by the Executive
11 Director. Failure to deliver payment would include any checks returned for
12 insufficient funds. Respondent agrees to the payment of twenty-five dollars
13 (\$25.00) for each day Respondent fails to deliver any of the payments
14 required by Paragraph(s) 4(c). Respondent may cure any default regarding
15 the payments set forth in Paragraph 4(c), by delivering to the Board's
16 Executive Director the total amount in default, plus the twenty-five dollar
17 (\$25.00) per day assessment. Upon receipt of payment in full of any amount
18 in default, plus the twenty-five dollar (\$25.00) per day assessment, the
19 Executive Director shall without any further action of the Board reinstate
20 Respondent's license to practice dentistry in the State of Nevada, assuming
21 there are no other violations of any of the provisions contained in this
22 Stipulation. Respondent agrees to waive any right to seek injunctive relief
23 from either the Nevada Federal District Court or the Nevada State District
24 Court to reinstate his license prior to curing any default on the amounts due
25 and owing. Respondent shall also be responsible for any costs or attorney's
26 fees incurred in the event the Board has to seek injunctive relief to prevent
27 Respondent from practicing dentistry during the period Respondent's license
28 is automatically suspended.
- e. In the event Respondent fails to cure any default in payment within forty-five
(45) days of the default, Respondent agrees the amount may be reduced to
judgment.
- f. Respondent waives any right to have the amounts owed pursuant Paragraphs
4b discharged in bankruptcy.

CONSENT

5. Respondent has read all of the provisions contained in this Stipulation and agrees with
them in their entirety.

6. Respondent is aware by entering into this Stipulation he is waiving certain valuable
due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

7. Respondent expressly waives any right to challenge the Board for bias in deciding
whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board
hearing.

T. N.
TNN

ADL
ADL

1 8. Respondent and the Board agree any statements and/or documentation made or
2 considered by the Board during any properly notice open meeting to determine whether to adopt or
3 reject this Stipulation are privileged settlement negotiations and therefore such statements or
4 documentation may not be used in any subsequent Board hearing or judicial review, whether or
5 judicial review is sought in either the State or Federal District Court(s).

6 9. Respondent has reviewed the Stipulation with his attorney, Anthony D. Lauria, Esq.
7 who has explained each and every provision contained in this Stipulation to the Respondent.

8 10. Respondent acknowledges he is consenting to this Stipulation voluntarily, without
9 coercion or duress and in the exercise of his own free will

10 11 Respondent acknowledges no other promises in reference to the provisions contained
11 in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the
12 Nevada State Board of Dental Examiners.

13 12. Respondent acknowledges the provisions in this Stipulation contain the entire
14 agreement between Respondent and the Board and the provisions of this Stipulation can only be
15 modified, in writing, with Board approval.

16 13. Respondent agrees in the event the Board adopts this Stipulation he hereby waives
17 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
18 provisions contained in the Stipulation.

19 14. Respondent and the Board agree that neither party shall be deemed the drafter of this
20 Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall
21 not construe this Stipulation or any provision hereof against either party as the drafter of the
22 | Stipulation. ~~The parties hereby acknowledge that both parties have contributed substantially and~~
23 materially to the preparation of this Stipulation. The parties acknowledge and agree that this
24 Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the
25 construction of any terms herein, it shall not be construed strictly in favor or against either party.

26 15. Respondent specifically acknowledges by his signature herein and his initials at the
27 bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that

28 T.N.
 TNN

ADL
ADL

1 he has signed and initialed of his own free will and without undue influence, coercion, duress, or
2 intimidation.

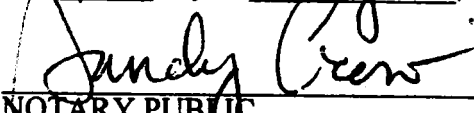
3 16. Respondent acknowledges in the event the Board adopts this Stipulation, this
4 Stipulation may be considered in any future Board proceeding(s) or judicial review, whether such
5 judicial review is preformed by either the State or Federal District Court(s).

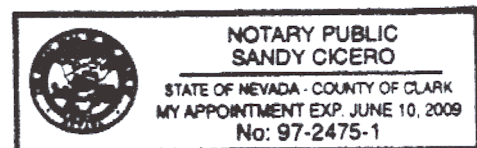
6 17. This Stipulation will be considered by the Board in an open meeting. It is understood
7 and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected
8 by the Board, further disciplinary action may be implemented. This Stipulation will only become
9 effective when the Board has approved the same in an open meeting. Should the Board adopt this
10 Stipulation, such adoption shall be considered a final disposition of a contested case and will become
1 a public record and shall be reported to the National Practitioners Data Bank.

12 DATED this 18 day of May, 2007.

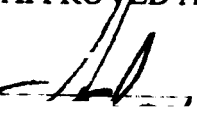
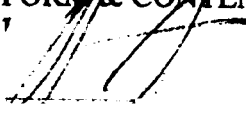
13
14 
15 THANH N. NGO, D.M.D.
Respondent

16
17 SUBSCRIBED and SWORN to before me
this 18 day of May, 2007.

18 
19 SANDY CICERO
NOTARY PUBLIC

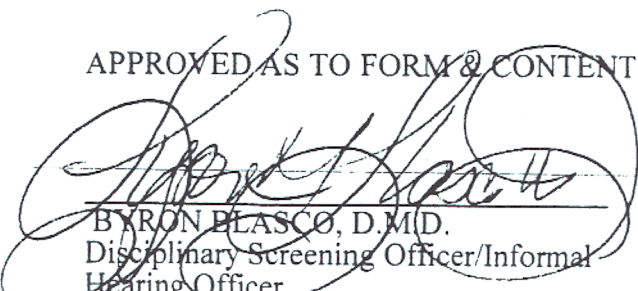


20 APPROVED AS TO FORM & CONTENT

21 
22 

23 JOHN A. HUNT, ESQUIRE
Winner, Hunt & Carson, P.C.
Board Counsel

APPROVED AS TO FORM & CONTENT


BYRON BLASCO, D.M.D.
Disciplinary Screening Officer/Informal
Hearing Officer

24

25

26

27

28

T.N.
TNN

ADD
ADD

1 APPROVED AS TO FORM & CONTENT

2

3

4

Shannon L. Floyd, Esq.
ANTHONY D. LAURIA, ESQ. / Shannon L Floyd, Esq
Attorney for Respondent Nev. Bar No. 9016

5

6

7

The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
of Dental Examiners at a properly noticed meeting.

8

DATED this 21 day of JUNE, 2007.

9

10

NEVADA STATE BOARD OF DENTAL EXAMINERS

1

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

T.N.
TNN

Tony Guillen, D.D.S.
TONY GUILLEN, D.D.S.
President

ADL
ADL

WINNER, HUNT & CARSON, P.C.
510 South Eighth Street
LAS VEGAS, NEVADA 89101
(702) 471-1111

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

Complainant,

vs.

BRADLEY E. ROWE, D.D.S.,

Respondent.

CASE NO.: 07-1443

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between BRADLEY E. ROWE, D.D.S. (hereinafter "Respondent"), by and through his counsel of record, PHILIP C. VAN ALSTYNE, ESQ., of the law firm of BOLICK & BOYER AND THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer, BYRON BLASCO, D.M.D., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows

On December 20, 2006, the Board notified Respondent of a verified complaint received from Diane Abrams. On January 4, 2007, Respondent filed an answer to the complaint with the Board.

2. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Byron Blasco, D.M.D., applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence that Respondent rendered treatment below the standard of care to Diane Abrams in violation of NRS 631.3475(4).

3 Applying the administrative burden of proof of substantial evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and

BER
BER

PCV
PCV

1 *see Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also
2 NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose,
3 including any subsequent civil action, without obtaining a required permit, the treatment
4 rendered to Diane Abrams was below the standard of care in violation of NRS 631.3475(4)

5 4. Based upon the limited investigation conducted to date, the findings of
6 Disciplinary Screening Officer, Byron Blasco, D.M.D., and the admissions contained in
paragraph 3, the parties have agreed to resolve the pending disciplinary action pursuant to
8 the following terms and conditions:

- 9 a. Respondent's dental practice shall be monitored for a period of one (1)
10 year from the adoption of this Stipulation. During the one (1) year
11 monitoring period, Respondent shall allow either the Executive
12 Director of the Board and/or the agent appointed by the Executive
13 Director of the Board to inspect Respondent's records during normal
14 business hours to insure compliance of this Stipulation. During the one
15 (1) year period, Respondent's practice shall be monitored for review of
any and all treatment records for all patients that are 60 years of age or
older. Such monitoring shall include, but will not be limited to,
personally observing the treatment rendered by Respondent as well as
contacting patients who have received treatment. In the event
Respondent does not actively practice dentistry in the State of Nevada,
the monitoring period shall be tolled for the period of inactive practice.
During the one (1) year monitoring period Respondent shall:

16 Maintain a separate list of any patients who receive treatment
17 who are sixty (60) years of age or older. The list shall contain
the following:

- 18 a. Name of patient;
19 b. Date of treatment;
20 c. Explanation of treatment rendered;
21 d. Amount billed to patient; and
e. Amount billed and reimbursed of insurer, if applicable.

22 The list shall without prior notice be made available for inspection
during normal business hours.

- 23 b. Pursuant to NRS 631.350(k), in addition to completing the required
24 continuing education, Respondent shall obtain a total of twenty-four
25 (24) additional hours in supplemental education. Twelve (12) hours of
supplemental education must be received in the area of geriatric
26 treatment. The additional twelve (12) hours of supplemental education
must be received in management /treatment of patients with mental
and/or physically impairments. All supplemental education must be
27 completed within six (6) months of the approval of this Stipulation by
the Board. The supplemental education must be submitted in writing

28 BER
BER

DA
PCV

to the Executive Director of the Board for approval prior to attendance. Upon receipt of a written request to attend supplemental education the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance. All costs associated with this supplemental education shall be paid by Respondent. In the event Respondent fails to complete all of the supplemental education within six (6) months, Respondent agrees his license to practice dentistry in the State of Nevada shall automatically be suspended without any further action of the Board other than the issuance of an Order by the Executive Director. Upon submitting written proof of completion of the supplemental education, Respondent's license to practice dentistry in the State of Nevada will be automatically reinstated. Respondent agrees to waive any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent's license to practice dentistry in the State of Nevada due to Respondent failure to comply with Paragraph 4(b). Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

- c. Respondent agrees to reimburse the Board for costs of the investigation and to monitor this Stipulation in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars. This amount shall be deposited with the Board within seven (7) days of execution of this Stipulation. If the Board does not adopt this Stipulation the amount of Two Thousand Five Hundred (\$2,500.00) Dollars will be returned in full to Respondent.
- d. Pursuant to NRS 631.350(1), Respondent agrees to reimburse Ms. Abrams in the amount of Three Hundred and Five (\$305.00) Dollars. Respondent shall deliver to the Board a check in the amount of Three Hundred and Five (\$305.00) Dollars made payable to Ms. Abrams within seven (7) days of execution of this agreement. This check will only be delivered to Ms. Abrams in the event the Board adopts this Stipulation. In the event the Board does not adopt this Stipulation the check will be returned to Respondent.
- e. In the event Respondent fails to deliver any of the payments required pursuant to Paragraph 4(c) or 4(d), Respondent agrees his license to practice dentistry in the State of Nevada shall automatically be suspended without any further action of the Board other than issuance of an order by the Executive Director. Failure to deliver payment would include any checks returned for insufficient funds. Respondent agrees to the payment of twenty-five dollars (\$25.00) for each day Respondent fails to deliver any of the payments required by Paragraph(s) 4(c) or 4(d). Respondent may cure any default regarding the payments set forth in Paragraph 4(c) or 4(d), by delivering to the Board's Executive Director the total amount in default, plus the twenty-five dollar (\$25.00) per day assessment. Upon receipt of payment in full of any amount in default, plus the twenty-five dollar (\$25.00) per day assessment the Executive Director shall without any further action of the Board reinstate Respondent's license to practice dentistry in the

BER
BER

PCV
PCV

2 State of Nevada, assuming there are no other violations of any of the
3 provisions contained in this Stipulation. Respondent agrees to waive
4 any right to seek injunctive relief from either the Nevada Federal
5 District Court or the Nevada State District Court to reinstate his license
6 prior to curing any default on the amounts due and owing. Respondent
7 shall also be responsible for any costs or attorney's fees incurred in the
8 event the Board has to seek injunctive relief to prevent Respondent
9 from practicing dentistry during the period Respondent's license is
10 automatically suspended.

11 f. In the event Respondent fails to cure any default in payment within
12 forty-five (45) days of the default, Respondent agrees the amount may
13 be reduced to judgment.

14 g. Respondent waives any right to have the amounts owed pursuant
15 Paragraphs 4(c) or 4(d), discharged in bankruptcy.

16 CONSENT

17 5. Respondent has read all of the provisions contained in this Stipulation and
18 agrees with them in their entirety.

19 6. Respondent is aware by entering into this Stipulation he is waiving certain
20 valuable due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B
21 and NAC 233B.

22 7. Respondent expressly waives any right to challenge the Board for bias in
23 deciding whether or not to adopt this Stipulation in the event this matter was to proceed to
24 a full Board hearing.

25 8. Respondent and the Board agree any statements and/or documentation made or
26 considered by the Board during any properly notice open meeting to determine whether to
27 adopt or reject this Stipulation are privileged settlement negotiations and therefore such
28 statements or documentation may not be used in any subsequent Board hearing or judicial
review, whether or judicial review is sought in either the State or Federal District Court(s).

9. Respondent has reviewed the Stipulation with his attorney, Philip C. Van
Alstyne, Esq., who has explained each and every provision contained in this Stipulation to
the Respondent.

10. Respondent acknowledges he is consenting to this Stipulation voluntarily.

28 BER
BER

PCV
PCV

1 without coercion or duress and in the exercise of his own free will

2 11 Respondent acknowledges no other promises in reference to the provisions
3 contained in this Stipulation have been made by any agent, employee, counsel or any person
4 affiliated with the Nevada State Board of Dental Examiners.

5 2 Respondent acknowledges the provisions in this Stipulation contain the entire
6 agreement between Respondent and the Board and the provisions of this Stipulation can only
7 be modified, in writing, with Board approval.

8 13. Respondent agrees in the event the Board adopts this Stipulation he hereby
9 waives any and all rights to seek judicial review or otherwise to challenge or contest the
10 validity of the provisions contained in the Stipulation.

11 14. Respondent and the Board agree that neither party shall be deemed the drafter
12 of this Stipulation and, in the event this Stipulation is construed by a court of law or equity,
13 such court shall not construe this Stipulation or any provision hereof against either party as
14 the drafter of the Stipulation. The parties hereby acknowledge that both parties have
15 contributed substantially and materially to the preparation of this Stipulation. The parties
16 acknowledge and agree that this Stipulation is the joint effort of each of the parties and that
17 in the event of any dispute regarding the construction of any terms herein, it shall not be
18 construed strictly in favor or against either party.

19 15. Respondent specifically acknowledges by his signature herein and his initials
20 at the bottom of each page of this Stipulation, he has read and understands its terms and
21 acknowledges that he has signed and initialed of his own free will and without undue
22 influence, coercion, duress, or intimidation.

23 16. Respondent acknowledges in the event the Board adopts this Stipulation, this
24 Stipulation may be considered in any future Board proceeding(s) or judicial review, whether
25 such judicial review is preformed by either the State or Federal District Court(s).

26 17. This Stipulation will be considered by the Board in an open meeting. It is
27 understood and stipulated the Board is free to accept or reject the Stipulation and, if the

28 BER
BER

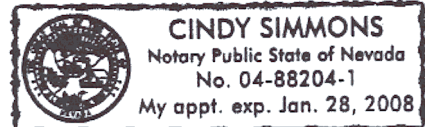
PCV
PCV

1 Stipulation is rejected by the Board, further disciplinary action may be implemented. This
2 Stipulation will only become effective when the Board has approved the same in an open
3 meeting. Should the Board adopt this Stipulation, such adoption shall be considered a final
4 disposition of a contested case and will become a public record.

5 DATED this 11th day of May, 2007.

6
7 
BRADLEY E. ROWE, D.D.S.
Respondent

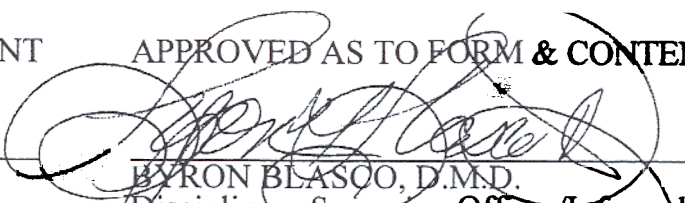
8 SUBSCRIBED and SWORN to before me
9 this 11 day of May, 2007.



12 APPROVED AS TO FORM & CONTENT

13 APPROVED AS TO FORM & CONTENT

14 
JOHN A. HUNT, ESQUIRE
Winner, Hunt & Carson, P.C.
Board Counsel

15 
BYRON BLASCO, D.M.D.
Disciplinary Screening Officer/Informal
Hearing Officer

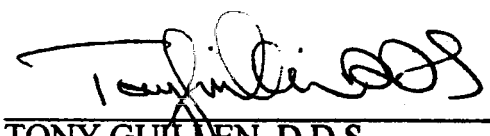
16 APPROVED AS TO FORM & CONTENT

17 
18 PHILIP C. VAN ALSTYNE ESQ
Attorney for Respondent

19
20 The foregoing Stipulation was approved/disapproved by a vote of the Nevada State
21 Board of Dental Examiners at a properly noticed meeting.

22 DATED this 21 day of JUNE, 2007.

23 NEVADA STATE BOARD OF DENTAL EXAMINERS

24 
25 TONY GUILLEN, D.D.S.
26 President

27
28 BER
BER

BER

STATE OF NEVADA

BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

CASE NO.: 07- 1468

Complainant,

STIPULATION

vs.

ARIN LOUSIG-NONT, D.M.D.,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between ARIN LOUSIG-NONT,

D.M.D. (hereinafter "Respondent"), by and through is attorney, SOONHEE A.B. BAILEY, ESQ., of the law firm of OLSON, CANNON, GORMLEY & DESRUISSEAUX, and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer, WILLIAM G. PAPPAS, D.D.S., and the Board's counsel, JOHN A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows:

On May 4, 2006, Respondent was given notice of a Complaint filed by the University of Nevada Las Vegas School of Dental Medicine regarding possible Honor Code violations (See Exhibit "1").

2. On May 5, 2006, Respondent was informed pursuant to the recommendation of the Honor Council of the School of Dental Medicine, Respondent's diploma would be withheld until the pending disciplinary matter was resolved..

3. On May 18, 2006, the Honor Council determined there was clear and convincing evidence that Respondent illegally used the username and password of a faculty member thereby committing the following violations:

A. *UNLV School of Dental Medicine's Student Code of Professional Responsibility* Section II which prohibited

B. Misrepresentation


ALN


SABB

1. licensure to the Board. On March 1, 2007, Respondent's Application was rejected by the Secretary
2 Treasurer of the Board.

3 7 On April 27, 2007, Respondent submitted supplemental documentation requesting the
4 Secretary Treasurer to reconsider Respondent's Application, pursuant to NAC 631.050(3). On April
5 29, 2007, Respondent requested a petition for review of his application in the event Respondent's
6 application was again rejected by the Secretary Treasurer. On May , 2007, after review of
7 Respondent's supplemental documentation, the Secretary Treasurer of the Board again rejected
8 Respondent's Application for Licensure pursuant to NAC 631.050(3)

9 8 On May 17, 2007, the Board reviewed Respondent's application for licensure. On
10 May 7, 2007, it was agreed by Respondent that the outcome of the application review would be
11 tabled until the next Board meeting in an attempt to negotiate a possible Stipulation agreement

12 9. Applying the administrative burden of proof of substantial evidence as set forth in
13 *State. Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton*
14 *v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e)
15 & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil
16 action, that he was guilty of the charges set forth in the School of Dental Medicine Complaint dated
17 May 4, 2006. (See Exhibit "1") Further, Respondent agrees and acknowledges he is bound by the
18 terms and conditions as set forth in the Order issued on May 26, 2006, by Interim Dean, Dr. Richard
19 H. Carr, Jr. of the UNLV Dental School as approved by Rebecca Mills, UNLV Vice President of
20 Student Affairs, and as approved by Dr. Carol C. Harter, UNLV President (See Exhibit "3"). Further,
21 Respondent agrees and acknowledges he has waived any right to appeal the Order issued on May 26,
22 2006, by Interim Dean, Dr. Richard H. Carr, Jr., of the UNLV Dental School, as approved by
23 Rebecca Mills, UNLV Vice President of Student Affairs, and as approved by Dr. Carol C. Harter,
24 UNLV President (See Exhibit "3")

25 10. Based upon the admission and acknowledgments contained in paragraph 9, the Board
26 has agreed to issue Respondent a license to practice dentistry in the State of Nevada pursuant to the
27 following terms and conditions

28 
ALN


SABB

- 2 a. Respondent shall be placed on probation for a period of time until he
3 completes the terms and conditions set forth in the UNLV Interim Dean Order
4 dated May 26, 2006 (See Exhibit "3"). Upon completion of all of the terms
5 and conditions set forth in the UNLV Interim Dean Order dated May 26, 2006
6 (See Exhibit "3"), the Executive Director shall report Respondent's license
7 as being in good standing with no restrictions.
- 8 b. Respondent has provided a copy of his dental school transcripts to the Board
9 indicating he was placed on disciplinary suspension for a period of Thirty (30)
10 days.
- 11 c. Respondent shall provide a copy to Executive Director of progress reports
12 that Respondent must submit every six (6) months as required by the Order
13 dated May 26, 2006 regarding Respondent's completion of the one thousand
14 five hundred (1,500) hours of oral health-related non-paid community service
15 in a medically underserved location. In the event Respondent fails to provide
16 copies of the progress report every six (6) months in compliance with the
17 Order dated May 26, 2006, the Executive Director shall automatically, without
18 any further hearing or action by the Board, issue an order suspending
19 Respondent's license to practice dentistry in the State of Nevada. Thereafter,
20 Respondent may request in writing a hearing before the Board to reinstate
21 Respondent's license. However, prior to the full Board hearing, Respondent
22 waives any right to seek judicial review, including injunctive relief from either
23 the Nevada Federal District Court or the Nevada State District Court to
24 reinstate his privilege to practice dentistry in the State of Nevada pending a
25 final Board hearing.
- 26 d. Regarding the one thousand five hundred (1,500) hours of oral health-related
27 non-paid community service in a medically underserved location as set forth
28 in Paragraph 10(c), Respondent shall be required to complete a minimum of
One Hundred and Ninety (190) hours of community service every six (6)
months. In the event Respondent fails to complete at least One Hundred and
Ninety (190) hours of community service every six (6) months the Executive
Director shall automatically, without any further hearing or action by the
Board, issue an order suspending Respondent's license to practice dentistry in
the State of Nevada. Thereafter, upon Respondent submitting proof to the
Executive Director, Respondent has completed a minimum of One Hundred
and Ninety (190) hours of community service every six (6) months the
Executive Director shall automatically, without any further hearing or action
by the Board, issue an order re-instating Respondent's license to practice
dentistry in the State of Nevada. Respondent waives any right to seek judicial
review, including injunctive relief from either the Nevada Federal District
Court or the Nevada State District Court to reinstate his privilege to practice
dentistry in the State of Nevada prior to submitting written proof to the
Executive Director that Respondent has completed a minimum of One
Hundred and Ninety (190) hours of community service every six (6) months
commencing from the adoption of this Stipulation by the Board.
- e. Respondent shall provide written proof within thirty (30) days of the adoption
of this Stipulation that Respondent has spoken to the UNLV School of Dental
Medicine undergraduate class and faculty and had apologized and admitted to
the violations cited. Such written proof shall be in the form of a letter from
the appropriate designated faculty member ensuring compliance with the


ALN


SABB

1 Order dated May 26, 2006. In the event Respondent fails to provide the
2 requested written proof that he has spoken to UNLV School of Dental
3 Medicine undergraduate class and faculty to apologize and has admitted
4 violations cited in the Order of May 26, 2006, the Executive Director shall
5 automatically, without any further hearing or action by the Board, issue an
6 order suspending Respondent's license to practice dentistry in the State of
7 Nevada. Thereafter, upon Respondent submitting the requested proof to the
8 Executive Director that Respondent has spoken to UNLV School of Dental
9 Medicine undergraduate class and faculty to apologize and has admitted
10 violations cited in the Order of May 26, 2006.

12 f Respondent shall provide written proof within thirty (30) days of the adoption
13 of this Stipulation that Respondent has apologized in person to the faculty
14 member whose computer codes Respondent wrongfully used. Such evidence
15 shall be in the form of a letter acknowledged by the faculty member whose
16 computer codes were wrongfully used. In the event Respondent fails to
17 provide the letter of the apology to the faculty member who was involved
18 within thirty (30) days of the adoption of this Stipulation the Executive
19 Director shall automatically, without any further action of the Board, without
20 any further hearing or action by the Board, issue an order suspending
21 Respondent's license to practice dentistry in the State of Nevada. Thereafter
22 upon Respondent submitting the requested proof to the Executive Director that
23 he has apologized for wrongfully using the computer codes the Executive
24 Director shall automatically without any further hearing or action by the
25 Board, issue an Order of Restatement of Respondent's license to practice
26 dentistry in the State of Nevada. Respondent waives any right to seek judicial
27 review, including injunctive relief from either the Nevada Federal District
28 Court or the Nevada State District Court to reinstate his privilege to practice
dentistry in the State of Nevada prior to submitting written proof to the
Executive Director that Respondent has apologized in person to the faculty
member who's computer codes for wrongfully using the computer codes.

g Respondent shall provide written proof within thirty (30) days of the
adoption of this Stipulation that he has returned to speak to the entering
UNLV dental students regarding professional integrity and ethics. Such
written proof shall be in the form of a letter from the appropriate designated
faculty member ensuring compliance with the Order dated May 26, 2006. In
the event Respondent, fails to submit a letter from the appropriate designated
faculty member ensuring compliance with the Order dated May 26, 2006
stating Respondent returned to speak to the entering students regarding
professional integrity and ethics, the Executive Director shall automatically,
without any further hearing or action of the Board, issue an order suspending
Respondent's license to practice dentistry in the State of Nevada. Thereafter,
upon Respondent submitting the requested proof to the Executive Director that


ALN


SABB

2 he has returned to speak to the entering students regarding professional
3 integrity and ethics, the Executive Director shall automatically without any
4 further hearing or action by the Board, issue an Order of Restatement of
5 Respondent's license to practice dentistry in the State of Nevada. Respondent
6 waives any right to seek judicial review, including injunctive relief from either
7 the Nevada Federal District Court or the Nevada State District Court to
8 reinstate his privilege to practice dentistry in the State of Nevada prior to
9 submitting written proof to the Executive Director that Respondent has
10 returned to speak to the entering students regarding professional integrity and
11 ethics.

12 h. Respondent further agrees in the event he does not complete all of the
13 provisions contained in the Order of May 26, 2006, no later than July 31,
14 2011, Respondent's license to practice dentistry in the State of Nevada shall
15 be revoked without any other further hearing or action of the Board, other than
16 the issuance of an Order of Revocation by the Executive Director.

17 i. Respondent further agrees in the event the University of Nevada, Las Vegas
18 School of Dental Medicine should at any time revoke Respondent's Doctor of
19 Dental Medicine Degree, Respondent agrees to the automatic revocation of his
20 license without any further hearing or action of the Board other than the
21 issuance of an Order of Revocation by the Executive Director.

22 j. Pursuant to NRS 631.350(1)(k), in addition to completing the required
23 continuing education, Respondent shall obtain a total of thirty (30) additional
24 hours of supplemental education. Thirty (30) hours of supplemental education
25 must be received in the area of ethics and professional development. All
26 supplemental education set forth in this paragraph must be completed within
27 one (1) year of the approval of this Stipulation by the Board. The
28 supplemental education must be submitted in writing to the Executive Director
of the Board for approval prior to attendance. Upon receipt of a written
request to attend supplemental education the Executive Director of the Board
shall notify Respondent in writing whether the requested supplemental
education is approved for attendance. All costs associated with this
supplemental education shall be paid by Respondent. In the event Respondent
fails to complete all of the supplemental education within one (1) year,
Respondent agrees his license to practice dentistry in the State of Nevada shall
automatically be suspended without any further hearing or action of the Board
other than the issuance of an Order of Suspension by the Executive Director.
Upon submitting written proof of completion of the supplemental education,
Respondent's license to practice dentistry in the State of Nevada will be
automatically reinstated by the Executive Director with out any further hearing
or action of the Board Respondent agrees to waive any right to seek injunctive
relief from any Federal or State of Nevada District Court to prevent the
automatic suspension of Respondent's license to practice dentistry in the State
of Nevada due to Respondent failure to comply with Paragraph 10(j).
Respondent shall also be responsible for any costs or attorney's fees incurred
in the event the Board has to seek injunctive relief to prevent Respondent from
practicing dentistry during the period Respondent's license is automatically
suspended.

k. Pursuant to N.R.S. 631.350(1)(f), & NRS 631.350(1)(k) in addition to
completing the required continuing education and upon adoption of this

28 
ALN


SABB

1 Stipulation, Respondent shall complete thirty (30) hours of remedial
2 supplemental education. The thirty (30) hours of remedial supplemental
3 education shall include clinical demonstration(s) on either bench models
4 and/or manikin simulation, administered by an agent of the Board, to insure
5 clinical competence, since Respondent has not practiced dentistry in over one
6 (1) year. The clinical demonstration(s) will consist of:

- 7 i. One (1) denture set-up on articulator. Six (6) hours.
- 8 ii. Two (2) Anterior PFM preparations on typodont teeth in
9 mannequin. One and one-half (1 ½) hours each.
- 10 iii. Two (2) Posterior PFM preparations on typodont teeth in
11 mannequin. One and one-half (1 ½) hours each.
- 12 iv. Two (2) Partial veneer onlay preparations on typodont teeth in
13 mannequin. One and one-half (1 ½) hours each.
- 14 v. Two (2) full cast crown preparations on typodont teeth in
15 mannequin. One and one-half (1 ½) hours each.
- 16 vi. Three (3) class II alloy preparations and restorations on
17 extracted teeth in mannequin. One (1) hour each.
- 18 vii. Three (3) class III alloy preparations and restorations on
19 extracted teeth in mannequin. One (1) hour each.
- 20 viii. Three (3) II composite preparations and restorations on
21 extracted teeth in mannequin. One (1) hour each.
- 22 ix. Three (3) class III composite preparations and restorations on
23 extracted teeth in mannequin. One (1) hour each.

24 All supplemental remedial education shall be coordinated with the Executive
25 Director or an agent appointed by the Executive Director. All costs associated
26 with this supplemental remedial education shall be paid by Respondent. Once
27 the remedial supplemental education is completed the Executive Director,
28 shall without any further hearing or action of the Board issue Respondent a
license to practice dentistry in the State of Nevada pursuant to all of the terms
and conditions as set forth in this Stipulation.

Respondent agrees to reimburse the Board for costs of the investigation and
to monitor this Stipulation in the amount Two Thousand (\$2,000.00) Dollars.
This amount shall be deposited with the Board upon execution of this
Stipulation. If the Board does not adopt this Stipulation the amount of Two
Thousand (\$2,000.00) Dollars will be returned in full to Respondent. This
amount shall not be reported to the National Practitioners Data Bank.

m. In the event Respondent fails to cure any default in payment within forty-five
(45) days of the default, Respondent agrees the amount may be reduced to
judgment.

n. Respondent waives any right to have the amounts owed pursuant Paragraphs


SABB

10(l) discharged in bankruptcy

- o For a period of two (2) years Respondent agrees the Executive Director shall assign a Disciplinary Screening Officer to monitor Respondent's practice. Respondent shall meet with the Disciplinary Screening Officer every sixty (60) days to discuss the ethical practice of dentistry.

CONSENT

11 Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety.

12 Respondent is aware by entering into this Stipulation he is waiving any potential due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B

13. Respondent expressly waives any right to challenge the Board for bias in deciding whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board hearing.

14. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly noticed open meeting to determine whether to adopt or reject this Stipulation are privileged settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial review, whether judicial review is sought in either the State or Federal District Court(s).

15 Respondent has reviewed the Stipulation with his attorney, Soonhee A.B. Bailey, Esq., who has explained each and every provision contained in this Stipulation to the Respondent

16 Respondent acknowledges he is consenting to this Stipulation voluntarily, without coercion or duress and in the exercise of his own free will

17 Respondent acknowledges no other promises in reference to the provisions contained in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the Nevada State Board of Dental Examiners.

18 Respondent acknowledges the provisions in this Stipulation contain the entire agreement between Respondent and the Board and the provisions of this Stipulation can only be modified, in writing, with Board approval

19 Respondent agrees in the event the Board adopts this Stipulation he hereby waives any


ALN


SABB

and all rights to seek judicial review or otherwise to challenge or contest the validity of the provisions contained in the Stipulation.

20. Respondent and the Board agree that neither party shall be deemed the drafter of this Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall not construe this Stipulation or any provision hereof against either party as the drafter of the Stipulation. The parties hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Stipulation. The parties acknowledge and agree that this Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the construction of any terms herein, it shall not be construed strictly in favor or against either party.

21. Respondent specifically acknowledges by his signature herein and his initials at the bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that he has signed and initialed of his own free will and without undue influence, coercion, duress, or intimidation.

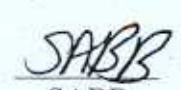
22. Respondent acknowledges in the event the Board adopts this Stipulation, this Stipulation may be considered in any future Board proceeding(s) or judicial review, whether such judicial review is performed by either the State or Federal District Court(s).

23. This Stipulation will be considered by the Board in an open meeting. It is understood and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected by the Board, it may modify the same or in rejection of this Stipulation result in possible denial of licensure for Respondent. This Stipulation will only become effective when the Board has approved the same in an open meeting. Should the Board adopt this Stipulation, such adoption shall be considered a final order of the Board and will become a public record and shall be reported to the National Practitioners Data Bank.

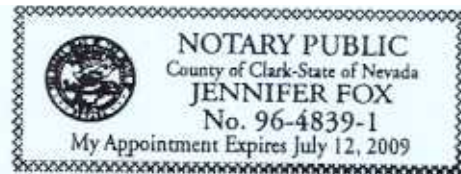
DATED this 20 day of June 2007.


ARIN LOUSIG NONT, D.M.D.
Respondent


ALN


SABB

1 SUBSCRIBED and SWORN to before me
2 this 20 day of June, 2007.



3 Jennifer Fox
4 NOTARY PUBLIC

5 APPROVED AS TO FORM & CONTENT

6 John A. Hunt
7 JOHN A. HUNT, ESQUIRE
8 Winner, Hunt & Carson, P.C.
9 Board Counsel

10 APPROVED AS TO FORM & CONTENT

11 William G. Pappas
12 WILLIAM G. PAPPAS, D.D.S.
13 Disciplinary Screening Officer/Informal
14 Hearing Officer

15 APPROVED AS TO FORM & CONTENT

16 Soonhee A.B. Bailey
17 SOONHEE A.B. BAILEY, ESQ.

18 The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board of
19 Dental Examiners at a properly noticed meeting.

20 DATED this 21 day of JUNE, 2007.

21 NEVADA STATE BOARD OF DENTAL EXAMINERS

22 Tony Guillen
23 TONY GUILLEN, D.D.S.
24 President

25
26
27
28 ALN

SABB

UNIVERSITY OF NEVADA LAS VEGAS

May 4, 2006

Dear Mr. Arin Lousig-Nont,

According to the UNLV School of Dental Medicine Student Code of Professional Responsibility (Honor Code), the grounds upon the complaint that you have received are based on the following violations. I am furnishing you the evidence presented to the Chair of the Honor Council and myself implicating you thus far. This matter is currently being investigated by the Honor Council and if any further violations are discovered you will be notified immediately.

UNLV SODM Student Code of Professional Responsibility Violations

Section II (Conduct Prohibited). B (Misrepresentation). 3. "Altering patient records, transcripts, or other university documents"

Section II (Conduct Prohibited). B (Misrepresentation). 4. "Falsely signing a faculty member's name or another student's name"

Section II (Conduct Prohibited). B (Misrepresentation). 5. "Falsely authorizing an entry in the patient's record through use of a faculty's name or authorization code"

Section II (Conduct Prohibited). C. (Wrongful use or procurement of goods, services, or information includes, but is not limited to:) 2. "Unauthorized use of on-line resources"

Section II (Conduct Prohibited). F "Reporting violations of this Honor Code. Students must report incidents they reasonably believe violate this Honor Code (see Section III). Students are reminded that as members of the dental profession they will have the obligation to report professional misconduct by their peers."

UNLV SODM Student Handbook 2005-2006 Violations

Section 3. A. iii. Acceptable Use Statement. "Be held responsible for the use of their assigned user ID. Sharing of user IDs and passwords is prohibited." (pg 25)

Section 3. B. xi. Forgery and falsification. "including, but not limited to the forging, altering, misusing, providing or causing any false information to be entered on University documents, records, or identification cards." (pg 33)

School of Dental Medicine • Shadow Lane Campus
Office of Student Affairs/Admissions
1001 Shadow Lane MS 7410
Las Vegas, Nevada 89106-4124
Main 702-774-2520 • Main 702-774-2521

Page 1 of 2

Section 3. B. xii. Aiding, abetting and concealment "including, but not limited to, assisting in or inciting other into violating any provision of the Student Conduct Code. Action or conduct that obstructs the enforcement of the Student Conduct Code." (pg 33)

Section 3. C. iii. Falsification of documents or other information. "The falsification of data, improper assignment of authorship of schoolwork or other scholarly activity, claiming another person's work as one's own, unprofessional manipulation of experiments or of research procedures, or misappropriation of research funds will not be tolerated." (pg 34)

Forthcoming will be a notice from the Chair of the Honor Council to both you and the Associate Dean for Student Affairs regarding the day, time, and place of your hearing.

Sincerely,



Marshall P. Brownstein, D.D.S.
UNLV School of Dental Medicine
Associate Dean for Student Affairs

UNIVERSITY OF NEVADA LAS VEGAS

May 18, 2006

Dr. Richard Carr
School of Dental Medicine
University of Nevada
1001 Shadow Lane
Las Vegas, NV 89106-4124

Dear Dean Carr,

The Honor Council has compiled information concerning Mr. Arin Lousig-Nont's violation and has listened to his presentation at a hearing on Thursday, May 18, 2006. His admission of guilt and plea for mercy has been heard. The Honor Council has determined that there is clear and convincing evidence to confirm the following violations:

UNLV School of Dental Medicine Student Code of Professional Responsibility

Section II. Conduct Prohibited

B. Misrepresentation

3. Altering patient records, transcripts, or other university documents;
4. Falsely signing a faculty member's name or another student's name;
5. Falsely authorizing an entry in the patient's record through use of a faculty's name or authorization code

C. Wrongful use or procurement of goods, services, or information includes, but is not limited to:

2. Unauthorized use of on-line resources.

F. Reporting violations of this Honor Code. Students must report incidents they reasonably believe violate this Honor Code (see Section III). Students are reminded that as members of the dental profession they will have the obligation to report professional misconduct by their peers.

UNLV School of Dental Medicine Student Handbook

Section 3. Standards of Professional and Social Behavior and Academic Honesty

A. Introduction and General Information

iii. Computer Conduct

B. Professional and Social Misconduct Definitions

xi. Forgery and Falsification

The Honor Council has unanimously confirmed that Mr. Lousig-Nont illegally used the username and password of Dr. Charles Ashman, part-time faculty member of UNLV School of Dental Medicine and practicing dentist.

Despite Mr. Lousig-Nont's declaration of circumstances, the council has decided that the fault lies entirely with his actions. A litany of excuses including pressures associated with chart audits,

School of Dental Medicine • Shadow Lane Campus
Office of Student Affairs/Admissions
1001 Shadow Lane MS 7410
Las Vegas, Nevada 89106-4124
Main 702-774-2520 • Main 702-774-2521

faculty inaccessibility, upcoming graduation deadlines, and licensure examinations were insufficient reasons to support his actions.

Recommended sanctions

1. The Honor Council's first recommendation is for Mr. Lousig-Nont to repeat one year at the current rate of tuition for the academic year 2006/2007.
2. By the end of June 2006, Mr. Lousig-Nont will speak to each undergraduate class and faculty to apologize and admit to the violations cited. Ethics and its relationship to dentistry needs to be discussed in his presentation.
3. By the end of June 2006, Mr. Lousig-Nont will be required to formally apologize in person to Dr. Ashman and ask for his forgiveness.
4. Mr. Lousig-Nont will be required to speak regarding professional integrity and ethics to the entering students during this year's orientation week.

The following is offered as an alternative sanction at your discretion.

Mr. Lousig-Nont must sign a legal contract that will include the following obligations:

1. Mr. Lousig-Nont will complete 1000 hours of oral healthcare-related non-paid community service in a medically underserved location to be completed by the end of December 2008. Location and activity will be approved by the UNLV Associate Dean for Student Affairs. Documentation of completion must be validated by the preceptor where service is completed.
2. A monetary fine to the UNLV School of Dental Medicine of \$75,000 for future tuition scholarships to individuals who exhibit exemplary professional and scholarly activity and/or patient assistant grants. This fine must be paid no later than June 2007.
3. By the end of June 2006, Mr. Lousig-Nont will speak to each undergraduate class and faculty to apologize and admit to the violations cited. Ethics and its relationship to dentistry needs to be discussed in his presentation.
4. By the end of June 2006, Mr. Lousig-Nont will be required to formally apologize in person to Dr. Ashman and ask for his forgiveness.
5. Mr. Lousig-Nont will be required to return September 2006 to speak regarding professional integrity and ethics to the entering students during orientation week.

A notarized contract will follow delineating the details of these activities. Failure to comply with ANY of the sanctions in either option will result in a monetary fine to the UNLV School of Dental Medicine of \$150,000 for future tuition scholarships.

Respectfully Yours,

The Honor Council

cc Arin Lousig-Nont
Dr. Marshall Brownstein



May 26, 2006

Arin Lousig-Nont
830 Carnegie Street #1423
Henderson, NV 89052

Dear Arin:

I am in receipt of the attached written decision and recommendation of the School of Dental Medicine Honor Council dated May 25, 2006, regarding the charges of academic dishonesty against you. Following the Honor Council's formal hearing on the charges held on May 18, 2006, it found that there is clear and convincing evidence, including your admission of guilt, that you violated the sections of the Honor Code indicated. The Honor Council also voted to recommend sanctions, as delineated in their decision and recommendation.

On May 23, 2006, I met with you to provide you with an opportunity to discuss the matter with me and for you to appeal to me regarding the Honor Council's decision and recommendation. As you know, Dr. William Harman, Executive Associate Dean, was present at our meeting. I indicated that I would reach a decision to approve, disapprove, and/or modify the attached document within a few days, and that I would notify you in writing of my decision.

After considering the recommendations of the Honor Council, my meeting with you and my review of associated documentation, and finding no procedural irregularities that could result in actual prejudice to you in the disposition of the complaint against you, I hereby approve the Honor Council's findings of fact, but modify their decision to impose the following sanctions, effective fourteen (14) college working days following your receipt of this decision, unless you appeal it.

- 1) You will be placed on disciplinary suspension for thirty (30) days; as a result, your transcript will be notated accordingly. This period of suspension will commence as of the date of this letter. If you initiate an appeals process, please note that sanctions do not commence until the appeals process reaches a conclusion.
- 2) By July 31, 2011, you will complete 1,500 hours of oral healthcare-related, non-paid, community service in a medically under-served location. The location and activity will be approved in advance by the UNLV School of Dental Medicine Associate Dean of Student Affairs. Documentation of compliance must be validated by the preceptor(s) where the service is completed. Every six months until the service is fully complete, you will contact the Associate Dean of Student

Shadow Lane Campus
School of Dental Medicine
1001 Shadow Lane, MS 7410
Las Vegas, Nevada 89106-4124

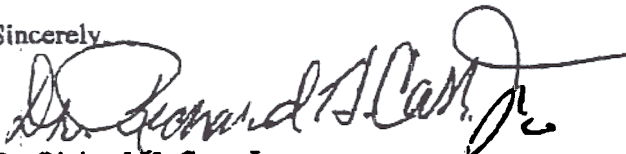
Affairs and provide written documentation of satisfactory progress toward the completion of this sanction.

- 3) By the end of June, 2006, you will speak to each UNLV School of Dental Medicine undergraduate class and faculty to apologize and to admit to the violations cited. Ethics and its relationship to dentistry need to be discussed in your presentation.
- 4) By the end of June, 2006, you are required to formally apologize in person to Dr. Ashman.
- 5) Within the next five years, on a schedule approved by the Associate Dean of Student Affairs, you will return to speak to entering students regarding professional integrity and ethics.
- 6) Failure to complete any of these sanctions will result in the revocation of your degree.
- 7) Dates for performance and completion of these sanctions may be adjusted only at the discretion of the Associate Dean for Student Affairs.

Enclosed please find a copy of the UNLV Conduct Code, Article IX thereof, specifies the procedures governing your right to appeal this decision. Please note that an appeal must be filed within fourteen (14) college working days and that until such appeal is decided, none of the sanctions imposed herein shall begin or be effective. Any appeal must be timely filed with the UNLV Office of Student Conduct. You may contact Senior Student Conduct Officer, Phillip Burns at 702/895-2308 in that regard.

My expectation is that you will use this experience and consequences to structure your future professional decisions.


Sincerely,




Dr. Richard H. Carr, Jr.
Interim Dean

Attachment: May 18, 2006 Honors Council Decision and Recommendation

Attachment: UNLV Student Conduct Code and Selected Policies

RECOMMENDED BY:

Dr. Rebecca A. Mills
UNLV Vice President for Student Life

APPROVED BY:

Dr. Carol C. Harter
UNLV President

Cc: Members, UNLV School of Dental Medicine Honors Council

Dr. William Harman
Executive Associate Dean

Dr. Marshall Brownstein
Associate Dean for Student Affairs

Mr. Phillip Burns
Senior Student Conduct Officer

STATE OF NEVADA

BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

Complainant,

vs.

LEONARDO CARLOS BORDADOR,

Respondent.

CASE NO.: 07-1408

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between LEONARDO CARLOS BORDADOR (Hereinafter "Respondent"), by and through his counsel, JOHN R. BAILEY, ESQ., of the law firm of BAILEY ♦ MERRILL, LLP, and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board") by and through Disciplinary Screening Officer, RICK B. THIRIOT, D.D.S., and through its counsel JOHN A. HUNT, ESQ., of the law firm of WINNER. HUNT & CARSON, P.C., as follows:

1. On October 10, 2006, the Respondent filed an application for a specialty license for orthodontia pursuant to NRS 631.255. Prior to the Board considering Respondent's application, anonymous information was received indicating Respondent had been practicing dentistry in the State of Nevada without a license.

2. On or about June 2006, Respondent and Thien D. Truong, D.D.S., a dentist licensed to practice dentistry in the State of Nevada, purchased the dental practice of Mark Jesse Saylor, D.D.S. also a dentist licensed to practice dentistry in the State of Nevada.

3. On June 7, 2006, Respondent and Thien D. Truong, D.D.S., a dentist licensed to practice dentistry in the State of Nevada, filed with the Nevada Secretary of State documentation to establish BNT Orthodontics, Limited Liability Company (hereinafter "BNT Orthodontics"). The purpose of BNT Orthodontics was to provide orthodontic and dental treatments to the citizens of


JRB

LCB

the State of Nevada.

4. Since June 2006, pursuant to the operating agreement set forth in the BNT Orthodontics, Respondent and Thien D. Truong, D.D.S. on more than three (3) occasions began rendering dental treatments to the citizens of the State of Nevada.

5. On or about January 15, 2007, the Board was contacted by an anonymous patient who made inquiry as to whether or not Respondent was licensed in the State of Nevada. The patient was informed the Respondent was not licensed in the State of Nevada. Thereafter, Board Counsel, John A. Hunt, Esq., and the Board's Deputy Executive Director, Debra Shaffer, each separately contacted Thien D. Truong, D.D.S. and Respondent by telephone to inform them that Respondent was practicing dentistry in the State of Nevada without a license and Dr. Truong was guilty of aiding and abetting Respondent in the illegal practice dentistry in the State of Nevada pursuant to NRS 631.395(9) & (10).

6. On January 19, 2007, the Board's Counsel received correspondence from Dennis L. Kennedy, Esq. on behalf of the Respondent and Dr. Truong agreeing to the following:

"Dear Mr. Hunt:

This letter will confirm my representation to you in our conversation this afternoon regarding Drs. Truong and Bordador.

- 1 Dr. Bordador has withdrawn his application by letter to Dr. William Pappas. A copy of the letter is attached.
2. Pending final resolution of the issues arising from the acts and relationships of Drs. Bordador and Truong:
 - a. Dr. Bordador shall not be present on the premises of the practice - 1350 South Decatur Boulevard, or any other location. He may go there after business hours to retrieve personal belongings.
 - b. The practice shall be conducted solely by Dr. Truong, and Dr. Bordador's name shall be removed from the door. No reference shall be made to Dr. Bordador in any communication. If an inquiry is made regarding Dr. Bordador, the response shall be that he is no longer affiliated with the practice.
 - c. Dr. Truong shall, with reasonable speed, cause the practice of disassociate itself from Dr. Bordador, including business, licensing and financial matters.


JRB


LEA

3 We will be in touch with you next week to begin work toward final
resolution of this matter on behalf of both doctors.

Thank you for your assistance.

7. Respondent and his attorney have been made aware that NRS 631.395 states:

"A person is guilty of the illegal practice of dentistry or dental
hygiene who:

....

9. Except as otherwise provided in NRS 629.091, practices
dentistry or dental hygiene in this state without a license;

10. Except as otherwise provided in NRS 631.385, owns or controls a dental
practice, shares in the fees received by a dentist or controls or attempts to control the
services offered by a dentist if the person is not himself licensed pursuant to this
chapter;

Further NRS 631.400 states:

1. A person who engages in the illegal practice of dentistry in
this state, or who practices or offers to practice dental hygiene in this
state without a license, or who, having a license, practices dental
hygiene in a manner or place not permitted by the provisions of this
chapter;

(a) If it is his first or second offense, is guilty of a
gross misdemeanor.

(b) If it is his third or subsequent offense, is guilty
of a category D felon and shall be punished as
provided in NRS 193.130.

8. Based upon the limited investigation conducted to date, Disciplinary Screening
Officer, Rick B. Thiriot D.D.S., applying the administrative burden of proof of substantial evidence
as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986);
and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS
233B.135(3)(e) & NRS 631.350(1), but not for any other purpose, finds there is substantial evidence
that Respondent on more than three (3) occasions practiced dentistry in the State of Nevada without
a license in violation of NRS 631.395(9)& (10).

9. Applying the administrative burden of proof of substantial evidence as set forth in
State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see *Minton*


JRB

LCB

v. *Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action on more than three (3) occasions Respondent practiced dentistry in the State of Nevada without a license in violation of NRS 631.395(9) & (10). In consideration for entering into this Stipulation, the Board waives any right to seek any penalties contained in NRS 631.400 for any alleged conduct up until the adoption of this Stipulation by the Board

10. Based upon the admission contained in paragraph 9, the parties have agreed to resolve the pending disciplinary action pursuant to the following terms and conditions

- a. Respondent agrees he will not be eligible to submit an application to obtain a dental license in the State of Nevada for a period of two (2) years from January 19, 2007. Subsequent to the two (2) year prohibition, Respondent may submit an application and petition the Board for a license.
- b. Respondent agrees in the event to Board's Executive Director receives substantial evidence that Respondent has practiced dentistry in the State of Nevada and/or there is substantial evidence that Respondent has an interest in a dental practice operated in Nevada the Executive Director without any further action of the Board shall issue an Order wherein Respondent will be prohibited forever from submitting an application to obtain a license to practice dentistry in Nevada. Further, in the event the Executive Director receives substantial evidence that Respondent has practiced dentistry in the State of Nevada and/or there is substantial evidence that Respondent has an interest in a dental practice operated in Nevada nothing in this Stipulation will prevent the Board from seeking the remedies set forth in NRS 631.400. Respondent agrees to waive any right to obtain judicial review or seek injunctive relief from any Federal or State of Nevada District Court to challenge the Executive Director's Order terminating Respondent's right to submit an application and petition the Board to obtain a license to practice dentistry in the State of Nevada due to Respondent failure to comply with Paragraph 10(b).
- c. Respondent agrees as a condition precedent prior to the Board considering adoption of this Stipulation, Respondent shall submit written proof to the Executive Director that Respondent has disassociated himself from any interest he had in the dental practice operated by Thien D. Truong, D.D.S. and BNT Orthodontics Limited Liability Company.
- d. Pursuant to NRS 631.350(1)(c), Respondent shall pay a fine to the Board in the amount of One Thousand (\$1,000.00) Dollars. This amount shall be deposited with the Board upon execution of this Stipulation. If the Board does not adopt this Stipulation the amount of One Thousand (\$1,000.00) Dollars will be returned in full to Respondent. This amount shall be reported to the National Practitioners Data Bank.
- e. Respondent agrees to reimburse the Board for costs of the investigation and


JRB


LCB

1 to monitor this Stipulation in the amount Two Thousand (\$2,000.00) Dollars.
2 This amount shall be deposited with the Board upon execution of this
3 Stipulation. If the Board does not adopt this Stipulation the amount of Two
4 Thousand (\$2,000.00) Dollars will be returned in full to Respondent. This
5 amount shall not be reported to the National Practitioners Data Bank.

6 f. In the event Respondent fails to cure any default in payment within forty-five
7 (45) days of the default, Respondent agrees the amount may be reduced to
8 judgment.

9 g Respondent waives any right to have the amounts owed pursuant Paragraphs
10 10(d), or 11(e), discharged in bankruptcy.

11 CONSENT

12 Respondent has read all of the provisions contained in this Stipulation and agrees with
13 them in their entirety

14 12 Respondent is aware by entering into this Stipulation he is waiving certain valuable
15 due process rights contained in, but not limited to, NRS 631, NAC 631, NRS 233B and NAC 233B.

16 13 Respondent expressly waives any right to challenge the Board for bias in deciding
17 whether or not to adopt this Stipulation in the event this matter was to proceed to a full Board
18 hearing.

19 14 Respondent and the Board agree any statements and/or documentation made or
20 considered by the Board during any properly notice open meeting to determine whether to adopt or
21 reject this Stipulation are privileged settlement negotiations and therefore such statements or
22 documentation may not be used in any subsequent Board hearing or judicial review, whether or
23 judicial review is sought in either the State or Federal District Court(s)

24 15 Respondent has reviewed the Stipulation with his attorney, JOHN R. BAILEY, ESQ.,
25 who has explained each and every provision contained in this Stipulation to the Respondent.

26 16 Respondent acknowledges he is consenting to this Stipulation voluntarily, without
27 coercion or duress and in the exercise of his own free will

28 17 Respondent acknowledges no other promises in reference to the provisions contained
in this Stipulation have been made by any agent, employee, counsel or any person affiliated with the
Nevada State Board of Dental Examiners.


JRB

LCB

18 Respondent acknowledges the provisions in this Stipulation contain the entire
2 agreement between Respondent and the Board and the provisions of this Stipulation can only be
3 modified, in writing, with Board approval

4 19. Respondent agrees in the event the Board adopts this Stipulation he hereby waives
5 any and all rights to seek judicial review or otherwise to challenge or contest the validity of the
6 provisions contained in the Stipulation.

7 20. Respondent and the Board agree that neither party shall be deemed the drafter of this
8 Stipulation and, in the event this Stipulation is construed by a court of law or equity, such court shall
9 not construe this Stipulation or any provision hereof against either party as the drafter of the
10 Stipulation. The parties hereby acknowledge that both parties have contributed substantially and
11 materially to the preparation of this Stipulation. The parties acknowledge and agree that this
12 Stipulation is the joint effort of each of the parties and that in the event of any dispute regarding the
13 construction of any terms herein, it shall not be construed strictly in favor or against either party.

14 21 Respondent specifically acknowledges by his signature herein and his initials at the
15 bottom of each page of this Stipulation, he has read and understands its terms and acknowledges that
16 he has signed and initialed of his own free will and without undue influence, coercion, duress, or
17 intimidation.

18 22. Respondent acknowledges in the event the Board adopts this Stipulation, this
19 Stipulation may be considered in any future Board proceeding(s) or judicial review, whether such
20 judicial review is preformed by either the State or Federal District Court(s).

21 23 This Stipulation will be considered by the Board in an open meeting. It is understood
22 and stipulated the Board is free to accept or reject the Stipulation and, if the Stipulation is rejected
23 by the Board, further disciplinary action may be implemented. This Stipulation will only become
24 effective when the Board has approved the same in an open meeting. Should the Board adopt this
25 Stipulation, such adoption shall be considered a final disposition of a contested case and will become
26 a public record and shall be reported to the National Practitioners Data Bank.

27 DATED this 14 day of JUNE, 2007

28 

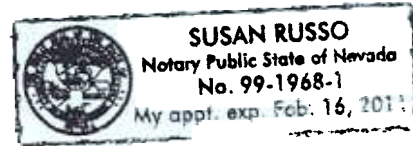
JRB

LCB

LCB

LEONARDO CARLOS BORDADOR
Respondent

SUBSCRIBED and SWORN to before me
this 14th day of June, 2007.



NOTARY PUBLIC

APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

JOHN A. HUNT, ESQUIRE
Winner, Hunt & Carson, P.C.
Board Counsel

RICK B. THIRIOT, D.D.S.
Disciplinary Screening Officer/Informal
Hearing Officer

APPROVED AS TO FORM & CONTENT

JOHN R. BAILEY, ESQ.
Attorney for Respondent

The foregoing Stipulation was approved/disapproved by a vote of the Nevada State Board
of Dental Examiners at a properly noticed meeting.

DATED this 21 day of JUNE, 2007.

NEVADA STATE BOARD OF DENTAL EXAMINERS

TONY GUINEN, D.D.S., President

JRB

LCB
LCB